DOC. #5630 APPROVED 4/28/94

MEMORANDUM APRIL 28, 1994

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA LAGO, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
KEVIN MORRISON, ACTING CHIEF GENERAL COUNSEL

SUBJECT: FIRST AMENDMENT TO REPORT AND DECISION ON CHARLESBANK APARTMENTS CHAPTER 121A PROJECT ("CHARLESBANK PROJECT")

Executive Summary: This Memorandum requests adoption of a First Amendment to the Report and Decision on the Charlesbank Project, which involves the approval of the transfer of this previously approved and developed project by Charlesbank Apartments, Inc., to Charlesbank Apartments Tenants Association, Inc.

Project Background

On February 1, 1961, the Boston Redevelopment Authority (the "BRA") adopted a Report and Decision approving an approximately 277 unit multi-story apartment complex, located in the Whitney Land Assembly and Redevelopment Area (or Urban Renewal Area)(the "Whitney URA"), part of the Mission Hill neighborhood of the City of Boston. The designated Chapter 121A entity was Charlesbank Apartments, Inc. ("CAI"). The project was one of 3 multi-story apartment complexes built within the Whitney URA and was financed with mortgage insurance under the Federal Housing Administration Section 221(d)(3) program. The BRA leased the land for the project to CAI by an Indenture of Lease, originally dated August 31, 1961 and as subsequently amended (the "Project Ground Lease"). The Project Ground Lease remains in full force and effect.

Transfer of Project Ownership

The Charlesbank Apartments Tenant Association, Inc. ("CATA") has been awarded approximately $8.8 million in HOPE 2 Implementation funds (the "HOPE Grant") by the U.S. Department of Housing and Urban Development. The HOPE Grant will be used by CATA to purchase and rehabilitate the Charlesbank Project. In the future, CATA contemplates converting the project to a resident-owned limited equity cooperative. The transfer of project ownership requires approval by the BRA in accordance with applicable provisions of Chapter 121A and Chapter 652 of the Acts of 1960 ("Chapter 652"), both as amended. Also, the BRA will be required to consent to an assignment to CATA of the Project

Ground Lease.

In the future, a conversion to a cooperative form of ownership will require a further BRA approval.

Joint Application

On March 19, 1994, CAI and CATA jointly filed with the Authority an Application to Transfer Project (the "Joint Application"). This Joint Application describes in detail the terms of the transfer, and the repair program, since the Project is in need of substantial renovation work. A copy of the Joint Application is enclosed herewith.

First Report and Decision Amendment

Enclosed is a First Report and Decision Amendment setting forth the recommended terms and conditions of the Project's transfer for approval and adoption.

The Office of General Counsel has determined that changes approved in the First Report and Decision Amendment do not constitute collectively a "fundamental change" in accordance with the Acts of 1960, Chapter 652, §§13 and 13A, as amended.

An appropriate vote follows:

VOTED: That the document presented at this meeting, entitled "FIRST AMENDMENT TO THE REPORT AND DECISION ON THE CHARLESBANK APARTMENTS CHAPTER 121A PROJECT FOR APPROVAL OF THE TRANSFER OF THIS PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO CHARLESBANK APARTMENTS TENANTS ASSOCIATION, INC., A CHARITABLE CORPORATION ORGANIZED UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 180, AS AMENDED, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH CORPORATION TO ACT AS AN URBAN REDEVELOPMENT CORPORATION", be and hereby is adopted and approved in all respects.

CHARLESBANK APARTMENTS CHAPTER 121A PROJECT

APPLICATION FOR APPROVAL TO TRANSFER A PROJECT PURSUANT TO GENERAL LAWS CHAPTER 121A, SECTION 11, TO ACQUIRE A PROJECT PURSUANT TO GENERAL LAWS CHAPTER 121A SECTION 18C, AND THE ACTS OF 1960, CHAPTER 652, SECTION 13A

Submitted by:

Charlesbank Apartments Tenants Association, Inc.

and

Charlesbank Apartments, Inc.

Date: April 19, 1994

Charlesbank Apartments, Inc. (CAI) and the Charlesbank Apartments Tenants Association, Inc. (CATA) (collectively, the "Applicants") hereby jointly apply (the "Application") to the Boston Redevelopment Authority (the "BRA") pursuant to the provisions of Massachusetts General Laws, Chapter 121A ("Chapter 121A"), Sections 11 and 18C, as amended, the provisions of the Acts of 1960, Chapter 652 ("Chapter 652"), Section 13A, as amended, and any rules and regulations of the Authority that may be applicable hereto, for the approval and consent of the Authority to the proposed transfer of a certain project known as Charlesbank Apartments (the "Project"), to CATA. CAI was organized under Massachusetts General Laws, Chapters 121A and 156. CATA is a non-profit resident council organized pursuant to Chapter 180 of the Massachusetts General Laws. The Applicants request approval of the transfer under Chapter 121A and Chapter 652 for the purpose of acquiring the Project, carrying out the repair plan described in Exhibit A, and converting the Project into a permanently affordable limited equity cooperative with the aid of an $8,799,834 HOPE 2 Implementation Grant from the U.S. Department of Housing and Urban Development ("HUD"). CAI will convey the Project to CATA subject to the terms and conditions imposed by HUD and the BRA as set forth in an Amendment to the Report and Decision, if this Application is approved.

1. Project; Project Area; Report and Decision. The Applicants represent as follows:

(a) Project. The Project consists of 276 rental units of affordable rental housing and one non-residential unit. The Project includes 184 efficiency units, 92 one-bedroom units, and a separate two-level parking structure for 199 cars.

(b) Project Area. The parcel of land and the building theron which constitutes the Project Area is located as follows:

Address	Assessor's Parcel No.	No. of Units
650 Huntington Avenue	10-00015	277

A metes and bounds description of the Project Area is on file with the BRA.

(c) Report and Decision. On February 1, 1961, the BRA adopted a Report and Decision approving a multi-story apartment complex, located in the Whitney Land Assembly and Redevelopment Area (or Urban Renewal Area)(the "Whitney URA"), part of the Mission Hill neighborhood of the City of Boston. The designated Chapter 121A was CAI. The project was one of 3 multi-story apartment complexes built within the Whitney URA and was financed with mortgage insurance under the federal Section 221(d)(3) program. The BRA leased the land for the project to CAI by an Indenture of Lease, originally dated August 31, 1961 and as subsequently amended (the "Project Ground Lease"). The Project Ground Lease remains in full force and effect.

2. Applicants Actions. The Applicants represent as follows:

(a) Sale. With the receipt of HOPE 2 funds, the CATA will purchase the Project for $4,500,000 (plus $69,000 in closing costs) from CAI. CATA will assume at the closing two outstanding Federal Housing Administration (("FHA")-insured mortgage loans in the original amount of $4,742,800, with approximate outstanding balances totalling $1,869,799 on December 31, 1993. A Sources and Uses of Funds Statement for the HOPE 2 Implementation Grant is set forth in Exhibit B.

CAI was originally created by the Charlesbank Homes Foundation (the "Foundation"), a non-profit organization committed to affordable housing philanthropy, and CAI will be selling Charlesbank substantially below appraised market value in order to generate the 1/3 "local match" requirement for federal HOPE 2 Grant funds. (No "local match" is being provided by the City of Boston or the BRA for the HOPE grant.) The sale proceeds will be transferred to the Foundation, which will augment its endowment by approximately 50%, increasing its capacity to make charitable grants to housing and homelessness advocacy groups.

The closing is expected to occur on or before June 1, 1994, following final approval by HUD of the Transfer of Physical Assets (TPA) application filed by CAI in January, 1994.

(b) Repair Plan. The CATA will also utilize HOPE 2 grant funds to fully fund the repair program summarized in Exhibit A. These repairs are required to maintain the Project as decent, safe and sanitary housing and to bring the building into compliance with HUD and new code requirements, including installation of a sprinkler system.

In addition, CAI will provide CATA with a Replacement Reserve Account funded at $500,000 at the closing to fully capitalize a long-term capital needs plan, including interior apartment repairs and eventual window replacement.

(c) Continuing Use: Long-term Affordability Plan. CATA is committed to maintain Charlesbank as permanently affordable housing for households earning less than 95% of the Boston PMSA median income, of which at least two thirds will be households earning less than 80% of the Boston Primary Metropolitan Statistical Area ("PMSA") median income. Share prices in the future cooperative will be permanently maintained at one months rent for a studio apartment. Households who purchase cooperative shares will initially pay no more than 25% of their income on occupancy costs; households who remain as renters will pay no more than 30% of their income on rent.

An enforceable Long-Term Affordability Use Restriction in substantially the form as set forth in Exhibit C, (the "Use Restriction") will be attached to the deed of the property and/or assignment of lease from CAI to CATA, to the future cooperative Articles of Organization and By-Laws, to the HOPE 2 Grant approval by HUD, and to the Regulatory Agreement and Project Ground Lease with the BRA. The CATA has requested that the BRA incorporate the Use Restriction in the BRA Regulatory Agreement, and change the description of the BRA title by amending the Project Ground Lease with a similar Declaration of Covenants and Restrictions.

Upon transfer of the Project to CATA, the Project's current rent structure will be maintained through completion of the Repair Plan summarized in Exhibit A; a modest increase in "base" market rent, anticipated to be less than 10% over current rents, will be implemented to renter households at this time. Existing households who purchase cooperative shares (for one month's rent for a studio apartment) will pay 25% of adjusted gross income for occupancy charges plus utilities. Vacant units will be marketed to qualified households earning less than 80% of the Boston PMSA median income until required HOPE 2 thresholds are met for transfer to cooperative ownership.

The CATA will provide periodic reports to the BRA to assist the BRA, among other agencies, in monitoring and enforcing this Use Restriction.

(d) Cooperative Ownership. CATA intends to eventually convert the Project into a resident-controlled, limited equity cooperative. Transfer of the Project from CATA to a limited equity Cooperative Corporation will occur when certain "coop" transfer thresholds under the HOPE 2 program have been attained (2/3 of units to be share-purchased by income-eligible households earning less than 95% of the PMSA median, and 80% of those earning less than 80% of the PMSA median), anticipated within two years after the transfer of the leasehold from CAI to CATA. At that time, CATA will seek the BRA's approval for a second Transfer of the Project Ground Lease to the Cooperative Corporation under Chapter 121A.

CATA will also seek a removal permit from the Boston Rent Equity Board by June, 1994, for permission to begin marketing cooperative shares to current and future residents following transfer of building title, and to register the Cooperative Corporation with the Commonwealth.

(d) Management. CATA will retain a qualified property management company (initially, Maloney Properties) to maintain building operations.

3. Disclosure Statement Concerning Beneficial Interests and Organizational Documents. CATA represents as follows:

CATA is a non-profit resident council organized under Chapter 180 of the Massachusetts General Laws. Exhibit D provides a background description of CATA, its current Board of Directors list, Articles of Organization and By-Laws (the "Organizational Papers"). The purposes of CATA, as stated in these Organizational Papers, establish its charitable and non-profit purposes, including

the provision of permanently affordable housing at Charlesbank.

4. Acquisition Financing. CATA represents as follows:

(a) CATA will assume the existing FHA-insured first and second mortgage loans.

(b) The Sources and Uses of Funds Statement for the HOPE 2 Implementation Grant is set forth in Exhibit B.

5. Chapter 121A Urban Redevelopment Excise Taxes. CAI represents that all amounts due have been paid.

6. 6A Payments. CAI represents that all amounts due have been paid. CATA will assume CAI's 6A Payment obligations. No changes are requested in the 6A Contract.

7. Regulatory Agreement. CATA agrees to enter into a Regulatory Agreement, as required by Chapter 121A, Section 18C.

8. Statement of No Ownership Interests in Other Chapter 121A Projects. CATA represents that neither CATA nor its Board members or Officers thereof, individually or collectively, have any direct or indirect beneficial interest in any other Chapter 121A Project in the City of Boston.

9. Statement of No Real Estate Tax Arrearages. CATA represents that neither CATA nor its Board members or Officers, individually or collectively, own any real estate in Boston on which Chapter 59 real estate tax payments are in arrears.

10. Notices; Communications. All notices or other communications from the BRA or its staff concerning this Application shall be forwarded to the Applicants, as follows:

Charlesbank Apartments, Inc.
Mr. Richard Driscoll
c/o Massachusetts Bankers Association
73 Tremont Street 3rd floor
Boston, MA. 02108

Charlesbank Apartments Tenants Association, Inc.
Kerstin Hildebrandt, President
650 Huntington Avenue, Apt. 26F
Boston, MA.

with copies to:

Lisa Alberghini
The Community Builders
95 Berkeley Street
Boston, MA. 02116

Vin McCarthy, Esq.
Hale and Dorr
60 State Street
Boston, MA. 02109

with copies to:

Mr. Michael Kane, Project Coordinator
Boston HUD Tenant Alliance
353 Columbus Avenue
Boston, MA. 02116

John Achatz, Esq.
Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, MA.

12. **Supplementary Materials.** The Applicants agree that upon the request of, and notice from the BRA staff, the Applicants will then provide such additional information in connection with the Proejct transfer as may be reasonably requested. Such information may be considered "Supplementary Material" to be incorporated as part of this Application.

13. **List of Exhibits.** The following exhibits are attached and incorporated as part of this Application as if fully set forth herein:

Exhibits:

A. Description of Repair Program

B. HOPE 2 Implementation Grant Sources and Uses Statement

C. Long Term Affordability Use Restriction

D. Background of CATA, Inc.

Executed as of April 19, 1994

CHARLESBANK APARTMENTS, INC.

By: Richard Driscoll, President

CHARLESBANK APARTMENTS TENANTS ASSOCIATION

By: Kerstin Hildebrandt, President

EXHIBIT A

DESCRIPTION OF REPAIR PROGRAM

CHARLESBANK APARTMENTS
650 HUNTINGTON AVENUE

DESCRIPTION OF REPAIR PROGRAM

ITEM	SCOPE	SOURCE	COST
A) Contractor Cost	General Conditions; Plant & Equipment; Contractor's Fee.		$401,169
B) Permit, Insurance, Bond		Required by law. Bond provides protection for Bldg. Owner.	$77,747
C) Sprinklers/Fire Alarms	Install sprinklers throughout building; Smoke and Heat Detectors; Annunciator Panel; Exit Signs.	Required by Law. Makes Bldg. significantly safer.	$760,330
D) Site Improvement	Curb cuts; Ramps; Sidewalk Repair; Lawn Restoration; Garage Line Painting.	Law requires public areas of building to be accessible.	$24,210
E) Landscaping	Shrub Replacement; Tree Protection; Topsoil Replacement.	Site will be damaged during const. process.	$4,950
F) Exterior Waterproofing of Bldg.	Caulk stripped out & replaced; Wash Building; Repair concrete panels; Re-caulk and apply water repellent; Replace weather-stripping.	Exterior leaks have caused extensive interior damage and decreased energy efficiency.	$543,191
G) Repair Garage	Strip asphalt surface and degraded concrete deck areas. Remove spalled concrete on ribs. Repair steel reinforcing; Repair concrete; Apply latex modified concrete topping.	Garage has suffered damage resulting from improper deck surface.	$281,059
H) Replace Roof	Strip off old roofing, flashing, insulation, and blocking; Install all new roof system, as well as parapet wall and cap metal sheathing.	Roof is original and is leaking. Insulation is wet and ineffective.	$94,830
I) New Trash Room "Bridge" and Compactor	Remove existing incinerator, modify shear walls to create trash room, install "Bridge" to exterior wall, modify trash chute and install trash compactor.	Incinerator is repeatedly shut down and cannot meet stringent air quality standards.	$157,575
J) Interior Finish Upgrades	New ceiling and carpeting on first floor; new ceilings on unit floors.	Carpeting will be worn during construction; installation of sprinklers warrants ceiling replacement .	$16,030
K) Elevator Upgrades	Install solid state controls; door sensing devices; push-button controls.	Elevator controls are original, out of date, and require high maintenance. Push-buttons must be made accessible.	$139,450

L) Balcony Repair	Remove plywood panels, degraded concrete; Install new panels; Repair spalled concrete and cracks. Apply water repellent; Paint metal rails.	Panels are badly degraded, post embedments must be restored, cracks repaired.	$123,480
M) Mechanical Upgrades	Replace one boiler; Repair one boiler; Install new small boiler for H.W. production; convert to natural gas; replace domestic water pumps; install energy management system, upgrade air handling system.	Building will realize energy savings by replacing out dated technologies.	$625, 213
N) Environmental	Remove asbestos; underground oil storage tanks.	Incinerator removal necessitates asbestos abatement; oil tanks original to building must be removed.	$75,670
O) Security Upgrades	Improved site lighting, T.V. cameras		$30,000
		TOTAL	$3,354,904

d: 9105TAB3.ww

EXHIBIT B

HOPE 2 IMPLEMENTATION GRANT
SOURCES AND USES STATEMENT

CHARLESBANK APARTMENTS
HOPE 2 IMPLEMENTATION GRANT SOURCES AND USES STATEMENT

Activity	Total Cost	Grant Requested	Applicant's Match	Non-Progr Funds
Architectural & Engineering	262,300	60,300		202,000
Acquisition of Property	9,569,000	4,569,000	2,838,000	2,161,000
Rehabilitation	3,891,534	3,891,534		
Administrative Costs	265,000	205,000	-	60,000
Development of RMCs/RCs	76,000	6,000		70,000
Counseling and Training	20,500	8,000		12,500
Replacement Reserves	500,000		500,000	
Legal Fees	85,000	40,000		45,000
Economic Development	20,000	20,000		
Appraisal	15,000			15,000
TOTAL	14,704,334	8,799,834	3,338,000	2,565,500

EXHIBIT C

LONG TERM AFFORDABILITY USE RESTRICTION

Long-Term Affordability Restriction

The use of the premises shall be restricted to low and moderate income housing for the useful life of the property so that not fewer than one-third of the dwelling units situated thereon shall be occupied upon initial occupancy by households who have incomes not greater than 65% of the PMSA median income for Greater Boston; not more than one-third of the dwelling units situated thereon shall be occupied upon initial occupancy by households who have incomes greater than 80% of the PMSA median income for Greater Boston; and all dwelling units are occupied upon initial occupancy by households having incomes not greater than 95% of the PMSA median income for Greater Boston; provided, however, that this restriction shall not apply to households occupying a dwelling situated on the premises on the date of this <deed>.

Notwithstanding the provisions of the preceding paragraph, in the event of a deficit in the operating budget of the development, the Board of Directors of the owner shall be empowered to take the following categories of actions, in sequence, to maintain the financial viability of the development. For purposes of this restriction, financial viability is defined as revenue to the development sufficient to pay operating expenses, debt service and reasonable reserves to operate and maintain the premises as decent, safe and sanitary housing.

1) Actions to decrease costs or maximize non-occupancy income, including but not limited to:

a) prudent measures to reduce operating costs;

b) increases in parking garage or other miscellaneous revenue;

c) negotiation of a reduction in ground lease payments to the Boston Redevelopment Authority and/or refinancing of outstanding mortgage debt at more favorable rates or longer term;

d) seeking and accepting subsidy from federal, state or city government sources;

2) Actions to adjust rents and/or occupancy charges.

a) raising rents for renters, provided that no household shall pay more than 30% of income (or the then effective standard defined in Section 8 of the National Housing Act) for rent, or the comparable unrestricted market rent for the area, whichever is less, and provided further that any rent increase not based on changes in household income shall be no more than 10% over the prior year's rent during any year.

b) raising occupancy charges for cooperative shareholders from 25% to no more than 30% of adjusted household income (or the then effective standard defined in Section 8 of the National Housing Act), provided that any increase not based on changes in household income shall be no more than 10% over the prior year's occupancy charge during any year.

3) Adjustments to affordability mix. In the event the above measures are insufficient to maintain the financial viability of the development, the Board may adjust, for a temporary period subject to semiannual review, the percentage mix upon turnover between very low (less than 65% of the PMSA median) and lower (65% to 80% median) income households.

Affordability of Cooperative Shares. Shares marketed to new shareholders in the Charlesbank limited equity cooperative shall be priced at one month's base rent for a studio apartment.

Reporting requirement. The owner shall submit an annual report to the Boston Redevelopment Authority, HUD, or their respective successor agencies regarding compliance with this restriction.

Enforcement. The Boston Redevelopment Authority, HUD, or their respective successor agencies, shall be empowered to enforce this affordability restriction by bringing an action for specific performance, but not for money damages.

EXHIBIT D

BACKGROUND OF CHARLESBANK APARTMENTS TENANTS ASSOCIATION, INC. (CATA)

CHARLESBANK APARTMENTS TENANTS ASSOCIATION, INC.

The Charlesbank Apartments Tenants Association (CATA) is strongly committed to both resident ownership and permanent affordability at Charlesbank Apartments. CATA was formed in 1988 in response to a major rent increase at Charlesbank which had the effect of displacing many long-term elderly, low income residents. The disruption which followed united the residents in a determination to prevent further displacement at the property. Since its inception, CATA has been effective in negotiating management improvements in the building, including changes in personnel in the site office and institution of a transfer policy for existing residents who are eligible to move-to larger units.

In 1991, the owners of Charlesbank Apartments announced their intention to apply for HUD 241(f) mortgage insurance for a loan to pay for approximately $4 million in repairs required by changes in building codes; worn-out building systems; and deferred maintenance items cited by HUD in Physical Inspection Reports. Seeing no alternative, the owners proposed a 43% rent increase to pay for the repair loan.

Concerned that the increase would displace the remaining low income residents in the building, CATA mounted a six month effort to scale back the increase, protect the residents from displacement, and assure long-term affordability while achieving needed repairs. In January of 1992 CATA began working on a proposal to fund the repairs with a HOPE II grant, which would also allow for conversion of the property to homeownership through the establishment of a resident owned cooperative. That effort resulted in an award by HUD of $8,799,834 in HOPE funds for the tenants to purchase Charlesbank Apartments and undertake the needed repairs.

In the three short years since its formation, the Charlesbank Apartments Tenants Association has emerged as a skilled, experienced resident organization fully prepared to take on the new challenges of resident ownership, management, and building rehabilitation. While the CATA Board members have no direct experience in real estate development, they have assembled a top-notch team of experienced housing professionals to enhance their capability to oversee and implement the cooperative homeownership and repair program. CATA's consultant team includes:

- Boston Affordable Housing Coalition/HUD Tenant Alliance Development consultant providing project management, organizational development and capacity building expertise.

- The Community Builders, Inc. - Fiscal Agent, working with the tenants to establish fiscal controls to track the

HOPE II grant funds, and to provide assistance and oversight during the construction period;

o John Achatz, Esq. - Attorney; Brown, Rudnick, Freed and Gesmer;

o Robert Goldstein - Development consultant responsible for coordinating the design and construction of physical improvements for the property.

o Downer & Mostue Architects, Inc. - Architect, responsible for producing plans and specifications for the repairs, and for construction inspection.

o The Association for Resident Control of Housing (ARCH - formerly The Coop Housing Task Force) - Providing homeownership training and counseling services; and

Resumes and information on development experience for each of the above consultants follows. In addition to the team members listed above, Niles Management Company is the management agent at Charlesbank Apartments, and Macomber Construction Company is the General Contractor chosen to undertake the building improvement.

Please note that all team members have been approved by HUD as part of the processing for the award of HOPE II funds. Information on the project team was presented to HUD in Exhibits 7, 14 and 18 of the HOPE II application.

CATA Orgazational Experience

Highlights

Multifamily Housing Development and Management

--Creation of the HOPE 2 Implementation Grant strategy as a creative alternative to pay for needed repairs without a major increase in costs for residents

--Successful negotiation and advocacy with owners' representatives to get support for the HOPE 2 idea, including owners' funding of CATA's predevelopment costs to match HOPE 2 funds

--Assembly and management of a top-notch technical assistance team, including organizational development, development consultant, legal, construction management, fiscal agent consultants

--Negotiation with city and state agencies for support to CATA

--Successful negotiation of management improvements for Charlesbank, including personnel and contractor changes in the site office, initiation of an internal transfer policy, and resident access improvements

Experience in Multifamily Homeownership Programs

--Design of an innovative strategy to make the HOPE 2 program work in a permanently affordable limited equity cooperative

Organizing, Developing, and Training Low Income Resident and Neighborhood Groups

--Experience in HUD policy advocacy, including use of the Freedom of Information Act, support from HUD staff, and successful negotiation with HUD officials for assistance to tenants

--Leadership to other resident groups through active involvement in citywide HUD Tenant Alliance

--Active role in co-founding National Alliance of HUD Tenants (NAHT)

CHARLESBANK APARTMENTS TENANTS' ASSOCIATION, INC.
650 Huntington Avenue
Boston, MA 02115
Tel. 738-5121

BOARD OF DIRECTORS
1993-1994

3/4/94

OFFICERS

President
Kerstin Hildebrandt (Apt. 23-L)
(h) 232-5713
(W) 632-5137

Vice President
Carl Peterson (Apt. 8-B)
(h) 277-4413
(w) 565-2651
(fax) 565-2657

Clerk
Bob Pelletier (Apt. 22-H)
(h) 731-9285
(w) 373-2521
(fax) 373-8573

Assistant Clerk
Roald Almero (Apt. 11-J)
(h) 734-9737

Treasurer
Carol Gritz (Apt. 16-M)
(h) 232-1139

Assistant Treasurer
Tobi Simmons (Apt. 25-E)
(h) 739-8374

FLOOR COORDINATORS (DIRECTORS)

Second Floor

Third Floor
Marlene Helt (Apt. 3-H)
(h) 232-5047
(w) 373-2000
(fax) 373-8573

Fourth Floor
Chuck Sunergren (Apt. 4-B)
(h) 734-2334

Fifth Floor
(vacant)

Sixth Floor
Mary Donohoe (Apt. 6-C)
(h) 277-3935

Seventh Floor
Jennie Alkonis (Apt. 7-J)
(h) 566-7486

Eighth Floor
Helen Weagle (Apt. 8-D)
(h) 738-8169

Ninth Floor
Gene Ryan (Apt. 9-L)
(h) 731-1666

Tenth Floor
(vacant)

Eleventh Floor
Marilyn Barron (Apt. 11-E)
(h) 734-3242

Twelfth Floor
Jane Kaiser (Apt. 12-G)
(h) 232-7004

Fourteenth Floor
Rob Sullivan (Apt. 14-B)
(h) 232-0607

Fifteenth Floor
Irene Parker (Apt. 15-H)
(h) 232-3719

Sixteenth Floor
Eleanor Palmer (Apt. 16-L)
(h) 232-4184
(w) 357-5600

Seventeenth Floor
Johanna May (Apt. 17-L)
(h) 277-2519

Eighteenth Floor
(vacant)

Nineteenth Floor
Faith Mikelsons (Apt. 19-L)
(h) 734-6829

Twentieth Floor
Ann Summers (Apt. 20-L)
(h) 232-5172

Twenty First Floor
Fran McCarthy (Apt. 21-H)
(h) 731-1653

Twenty Second Floor
(vacant)

Twenty Third Floor
(vacant)

Twenty Fourth Floor
Phil Alessi (Apt. 24-F)
(h) 734-4426

Twenty Fifth Floor
Sanda Frumosu (Apt. 25-B)
(h) 750-5515

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL J. CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

ARTICLE I

The name of the corporation is:

Charlesbank Apartments Tenants' Association, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

A. The purpose of the Corporation is to improve the physical and social conditions of the tenants at Charlesbank Apartments, a 276-unit housing development located on the corners of Huntington and Longwood Avenues in Boston, Massachusetts (the "Development") and to insure that the Development remains affordable for low and moderate income tenants (as defined by the U.S. Department of Housing and Urban Development ("HUD") Section 8 standards or those promulgated by any successor agency).

B. The Corporation is organized exclusively for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code, and shall not engage in any other purpose or activity.

C. The Corporation may carry on any activity allowed to be carried on by a corporation organized pursuant to Chapter 180 and/or Chapter 156B of the General Laws and not inconsistent with clause (b) above.

SECRETARY OF THE COMMONWEALTH
1992 MAR 19 PM 3:20
CORPORATION DIVISION

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8½ x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

ARTICLE III

If the corporation has one or more classes of members, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

The Corporation will have only one class of members.

ARTICLE IV

* Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

A. No Private Benefit. The Corporation is organized as non-profit, charitable corporation, and no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, individual, person, firm or corporation, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Article 2 above.

B. Dissolution. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation to such an organization or organizations organized and operated for the purpose of developing, owning and operating housing for persons and families of low and moderate income and which qualify as tax-exempt under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States internal revenue law).

* If there are no provisions, state "None".

Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE V

By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out below, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if a later date is desired, specify date, (not more than 30 days after date of filing).

The information contained in ARTICLE VII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VII

a. The post office address of the initial principal office of the corporation IN MASSACHUSETTS is:

Kerstin Hildebrandt, 650 Huntington Ave., Apt. 3-L, Boston, MA 021

b. The name, residence and post office address of each of the initial directors and following officers of the corporation are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS

President: Kerstin Hildebrandt, 650 Huntington Avenue, Apt. 3-L, Boston, MA 02115

Vice-president: Carl Peterson, 650 Huntington Avenue, Apt. 8-B, Boston, MA 02

Treasurer:
Mitch Henderson, 650 Huntington Avenue, Apt. 21-D, Boston, MA 02115

Clerk:
Robert J. Pelletier, 650 Huntington Avenue, Apt. 22-H, Boston, MA 02115

Directors: (or officers having the powers of directors).

NAME	RESIDENCE	POST OFFICE ADDRESS

Kerstin Hildebrandt, 650 Huntington Avenue, Apt. 3-L, Boston, MA 02115
Carl Peterson, 650 Huntington Avenue, Apt. 8-B, Boston, MA 02115
Mitch Henderson, 650 Huntington Avenue, Apt. 21-D, Boston, MA 02115
Robert J. Pelletier, 650 Huntington Avenue, Apt. 22-H, Boston, MA 02115
Cynthia Bates, 650 Huntington Avenue, Apt. 2-G, Boston, MA 02115
[illegible]
Chuck Sunergren, 650 Huntington Avenue, Apt. 4-B, Boston, MA 02115
[illegible]
Helen Weagle, 650 Huntington Avenue, Apt. 8-D, Boston, MA 02115

c. The fiscal year of the corporation shall end on the last day of the month of:

December 31

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

I/We the below-signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named principal officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this day of 17 MARCH 19 92

Robert J. Pelletier

Carl R. Peterson

Kerstin Hildebrandt

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

B. The name, residence and post office address of each of the initial directors and following officers of the corporation are as follows:

Directors: (continued)

Eleanor Palmer, 650 Huntington Avenue, Apt. 9-M, Boston, MA 02115
Jane Kaiser, 650 Huntington Avenue, Apt. 12-G, Boston, MA 02115
Fran McCarthy, 650 Huntington Avenue, Apt. 21-H, Boston, MA 02115
Irene Parker, 650 Huntington Avenue, Apt. 15-H, Boston, MA 02115
Rob Sullivan, 650 Huntington Avenue, Apt. 14-B, Boston, MA 02115
Greg Flynn, 650 Huntington Avenue, Apt. 12-L, Boston, MA 02115
Ann Summers, 650 Huntington Avenue, Apt. 20-L, Boston, MA 02115
Heidi Bobeck, 650 Huntington Avenue, Apt. 24-E, Boston, MA 02115
Archie John, 650 Huntington Avenue, Apt. 23-L, Boston, MA 02115
Laurie Chanian, 650 Huntington Avenue, Apt. 24-J, Boston, MA 02115

ETARY OF
MONWEALTH
19 PM 3:19
ATION DIVISION

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $35.00 having been paid, said articles are deemed to have been filed with me this

day of 19 .

Effective date

MICHAEL J. CONNOLLY
Secretary of State

12 pm
Aug 1 11:30

A PHOTOCOPY OF THESE ARTICLES OF ORGANIZATION SHALL BE RETURNED

TO: CARL R PETERSON 8-B
CHARLESBANK TENANTS ASSOC
650 HUNTINGTON AVE
BOSTON, MA 02115

Telephone: 617 2774413

000024

CHARLESBANK APARTMENTS TENANTS' ASSOCIATION, INC.
(d/b/a Charlesbank Tenants Association)

BYLAWS OF THE CORPORATION
Adopted on May 26, 1992

ARTICLE 1
NAME AND ADDRESS

The name of the Corporation shall be Charlesbank Apartments Tenants' Association, Inc. The corporation may do business under the name "Charlesbank Tenants Association." Its mailing address is 650 Huntington Ave., Boston, MA 02115.

ARTICLE 2
PURPOSE AND POWERS

2.1 **Purpose:** The purpose of the Corporation is to improve the physical and social conditions of the tenants at Charlesbank Apartments, a 276-unit housing development located at 650 Huntington Ave. Boston, Massachusetts (the "Development") and to encourage that the Development remains affordable for low and moderated income tenants (as defined by U.S. Department ["HUD"] Section 8 standards or those promulgated by any successor agency). This will be accomplished by pursuing the following objectives:

a. Negotiated purchase of the Development from Charlesbank Apartments, Inc. as a tenant cooperative.

b. Develop tenant awareness and consciousness by promoting a higher degree of tenant organization.

c. Encourage participation by recruiting new membership.

d. Promote communication between HUD, other government agencies and the tenants.

e. Promote sense of community among tenants;

f. Assure a safe living environment;

g. Inform management of tenant's collective and individual problems, needs and desires;

h. Implement and promote meaningful services and programs of benefit to all tenants;

i. Raise funds in any legal manner to implement the objectives and purposes of the Corporation as the Board of Directors may deem necessary or advisable;

j. Do all things necessary or convenient to effect any or all of the purposes and objectives of the Corporation; and

k. Promote communication with other tenants organizations, and build mutual support.

2.2 **Powers:** The Corporation shall have the power to do all things permitted to be done by a corporation organized under Massachusetts General Laws, Chapter 180 and Chapter 156B.

ARTICLE 3
NON-PROFIT STATUS

3.1 **No Private Benefit**: The Corporation is organized as a non-profit, charitable corporation, and no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, individual, person, firm or corporation, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Article 2 above.

3.2 **Dissolution**: Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation to such an organization organized and operated exclusively for the purpose of developing, owning and operating housing for persons and families of low and moderate income and which qualify as tax-exempt under section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States internal revenue law).

ARTICLE 4
MEMBERSHIP

4.1 **Members:** Members of the Corporation shall be limited to residents of the Development. There shall be 276 authorized memberships in the Corporation, one for each apartment in the Development. Except as otherwise provided by the Board of Directors, each household lawfully residing in the Development shall automatically constitute a single membership, and the rights pertaining to such membership (including the right to vote) may be exercised by any adult member (18 years or older) of the household.

4.2 **Termination of Membership**: The membership of any household which moves out of the Development shall be automatically terminated.

ARTICLE 5
MEETINGS AND MEMBERS

5.1 **Place of Meetings**: Regular Meetings of all members shall be held in the downstairs lobby of the Development until a community space can be provided in the future on the premises.

5.2. **Annual Meetings**: Annual Meetings shall be on the 4th Tuesday in May of each year. At each Annual Meeting, members shall elect Directors as provided in these Bylaws, and shall conduct such other business as may properly come before them. If the Annual Meeting is not held on the date provided above, a Special Meeting in lieu of an Annual Meeting may be held at a later date with all force and effect of an Annual Meeting.

5.3 **Quarterly Meetings**: Quarterly Meetings of the membership shall be held quarterly, with three such meetings (in addition to the Annual Meeting) held each year. Quarterly Meetings shall be called and scheduled by the Board of Directors.

5.4 **Special Meetings**: A Special Meeting of the members may be called by the President or by the Board of Directors. A Special Meeting shall by called by the President or the Clerk upon the written petition on fifteen (15%) of the members. The notice of any Special Meeting shall state the time, place and purpose of the meeting, and no other business shall be transacted at the Special Meeting except with the consent of eighty (80%) of the members present and voting at the meeting.

5.5 **Notice of Meeting**: The Clerk shall send a notice of each Annual, Quarterly, or Special Meeting, stating the purpose of the meeting as well as the time and place where it is to be held, to each member at least 5 but not more then 30 days prior to the meeting and shall post notices of the meeting in conspicuous places throughout the Development, except for Special Meetings called by the President or the Board of Directors which may be called on 24 hours written notice. Notice in a newsletter or similar communication distributed to all residents of the Development shall be considered sufficient notice. Attendance by a member at any meeting shall be deemed waiver of notice as to time and place of meeting.

5.6 **Quorum**: The presence, either in person or by proxy, of at least ten percent (15%) of the members of the Corporation shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no further business may be transacted.

5.7 **Adjourned Meetings**: If any meeting of members cannot be organized or completed because a quorum is not present, the members who are present, either in person or by proxy, may, except as otherwise provided by law, and without providing further notice thereof, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

5.8 **Voting**: At every meeting of the members, voting shall be on the basis of one vote per member household, and may be exercised by any adult (18 years or older) resident of the household shown in the official resident list of the Development. If any adult members of any membership household cannot agree as to how the vote should be cast, such vote shall be disqualified. The vote of the majority of those present and voting shall decide any question brought before the meeting, unless the question is one upon which, by express provision of statute, the Articles of Organization, or these Bylaws, a different vote is required, in which case such express provision shall control.

5.9 **Proxies**: A member may appoint as proxy only a member of his or her immediate family or household, or another member. In no case may a member cast more than one vote by proxy in addition to his or her own vote. A proxy may be general or special, and must be in writing for a specific meeting as stated therein. As used in these Bylaws, any reference to voting or quorum requirements shall refer to votes cast or members present in person or by proxy.

5.10 **Order of Business**: The order of business at Annual and Quarterly Meetings of members shall be as follows.

a. certification of quorum:

b. proof of notice of meeting or waiver of notice

c. reading and approval of minutes of preceding meeting

d. President's report on activities of Board of Directors

e. Treasurer's report, including current financial status, and all funds received or expended since the prior report;

f election of directors (Annual Meetings only); and

g old and new business (including votes on all significant matters affecting the future of the Development, such as future form of ownership or financing of the Development, future repair program for the Development, decisions regarding the relationship with HUD, and other matters which will affect the viability or

long term affordability of the Development for low or moderated income households)

In the case of Special Meetings, item (a) through (c) shall be applicable, and thereafter the agenda shall consist of the items specified in the notice of meeting.

ARTICLE 6
DIRECTORS

6.1 **Number and Qualification:** The affairs of the Corporation shall be governed by a Board of Directors composed of 29 persons, of which 6 shall be Officers, and 23 shall be floor representatives. All Directors must be at least 18 years old and must be members of the Corporation; provided that no Member who serves as an owner, director, consultant, or management level employee of Charlesbank Apartment, Inc. or its management agent shall be eligible to serve as a Director.

6.2 **Power and Duties:** The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Cooperation and may do all acts and things as not prohibited by law, by the Articles of Organization, or by these Bylaws .

6.3 **Designation and Term of Floor Representatives:** Floor Representatives shall be elected at each Annual Meeting for a one year term, as follows. Each floor of the 23 floors of the Development shall constitute a district of the purpose of electing a floor representative. Floor Representatives must be a resident of the floor he is representing. Floor representatives shall, in additional to their general duties as Director of the Cooperation serve as a conduit for information to and from residents of the floor which they represent, and shall regularly communicate with and distribute information to such residents regarding the activities of the Board of Directors affairs of the Corporation.

6.4 **Nomination and Elections of Floor Representatives:** Floor Representatives shall be nominated by any Member at the Annual Meeting, or by another nomination process adopted by the Board of Directors (which may require nomination by written petition in advance of the Annual Meeting). In the event there are two or more nominees from any of the floor groups listed in Section 6.3, floor representatives shall be elected at the Annual Meeting by plurality vote by secret, written ballot. Only members from the applicable floor shall be entitled to participate in the election.

6.5 **Designation of Term of Officers:** The Officers of the Corporation, who shall also be Directors, shall be a President, Vice President, a Clerk, Assistant Clerk, a Treasure, and an Assistant Treasurer, and shall be elected at each Annual Meeting for one year terms. The duties of the Officers shall be as follows:

(a) President: The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the members and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of President of a Corporation.

(b) Vice President: The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis.

(c) Clerk & Assistant Clerk: The Clerk shall record the minutes of all meetings of the Board of Directors. The Clerk shall be the custodian of all official documents of the Corporation, and shall give notice of the meetings of the members and meetings of the Board of Directors. The Assistant Clerk shall perform the duties of the Clerk in his or her absence, and shall have other duties assigned by the Board of Directors.

(d) Treasure & Assistant Treasurer. The Treasurers shall oversee and direct all receipts and disbursements of the Corporation, the keeping of all books and financial records of the Corporation, and the punctual presentation of a budget to Board of Directors. The Treasurers shall present regular financial reports at meetings of the Board of Directors and the members. The Assistant Treasurer shall perform the duties of the Treasurer in his or her absence, and shall have other duties assigned by the Board of Directors.

6.6 **Nomination and Election of Officers:** The Officers of the Corporation shall be elected annually by majority vote of the membership present and voting by secret, written ballot at the Annual Meeting. Officers shall be nominated by any member at the Annual Meeting or by another nomination process adopted by the Board of Directors (which may require nomination by written petition in advance of the Annual Meeting).

6.7 **Removal of Floor Representatives by the Members:** At any Annual, Quarterly or Special Meeting any Floor Representatives may be removed with or without cause by majority of the membership of record of that floor, and a successor may then and there be elected by the members of that floor to fill the vacancy thus created.

6.8 **Removal of Officers by the Members:** At any Annual, Quarterly or Special Meeting, Officers may by removed with or without cause by two-thirds of the members present and voting, and a successor may be elected then and there to fill the vacancy that was created.

6.9 **Removal of Directors by the Board:** Any Director (including floor representatives and Officers) may be removed for cause by a majority of the disinterested Directors then in office, provided that the Board and the Director to be removed are given at least 7 days' notice of the meeting at which the removal is to be considered, and that the Director to be removed is given an opportunity to be heard at the meeting. For purpose of these bylaws, "cause" shall include (but not be limited to) fraud or bad faith or the failure to attend three or more consecutive Board meetings without good reason.

6.10 **Vacancies.** Vacancies on the Board of Directors caused by any reason may be filled by vote of a majority of the remaining Directors; provide that any position held by a floor representative must be filled with a member from the applicable floor; and each person so appointed shall be a Director until a successor is elected by the members at the next Annual Meeting (or Special Meeting called for this purpose) to serve out the unexpired portion of the term.

6.11 **Compensation:** No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by a majority of the disinterested members of the Board of Directors before the services are undertaken. A Director may not be an employee of the Corporation. Nothing in this section shall prevent reimbursement to Directors of out-of-pocket expenses incurred on behalf of the Corporation.

6.12 **Organization Meeting:** The first meeting of newly elected Board of Directors shall be held within 14 days of election at such place as shall be fixed by the Directors at the membership meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting.

6.13 **Board Training:** Within 60 days of each election, the Board of Directors shall take a board training course on their role and responsibilities offered by a competent trainer or training organization. Notwithstanding the foregoing provisions of this section, failure of the Board to arrange for such a course, of failure of any Director to attend such a course shall not impair the validity of any action of the Board of Directors.

6.14 **Regular Meetings**: Regular Meetings of the Board of Directors shall be held approximately monthly at times and places chosen, from time to time, by the Board of Directors. No formal notice need to be given of regularly scheduled meetings of the Board of Directors. Except for matters which, by their nature, require confidentiality (such as personnel matters and negotiations with third parties) and which the Board affirmatively votes to consider in executive session, meetings of the Board shall be open to all members of the Corporation and their representatives.

6.15 **Special Meetings**: Special Meetings of the Board of Directors may be called by the President on 24 hours notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state time, place and purpose of the meeting. Special meeting of the Board of Directors shall be called by the President, Vice President, or Clerk in like manner and on like notice on the written request of three or more Directors.

6.16 **Waiver of Notice**: Before, or at, or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice.

6.17 **Quorum/Voting**: At meetings of the Board of Directors, one-third plus one of the Directors then in office (after reduction for vacancies) shall constitute a quorum for the transaction of business, and , except as otherwise provided in the Articles of Organization or these Bylaws, the acts of the majority of the Directors present at a meeting at which a quorum is present shall be acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided a quorum is present.

6.18 **Action of Consent**. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the Directors consent to the action in writing and written consent are filed with the records of the meeting of Directors. Such consent shall be taken for all purpose as a vote at a meeting.

6.19 **Advisory Committees**: The Board of Directors may appoint Advisory Committees consisting of one or more Directors and such other persons as the Board may determine. The Chair or Co-Chair of any such committee shall be a Director. Unless the Board of Directors shall otherwise provide, any such committee may make rules for the conduct of business, but unless otherwise provided by the Board of Directors or such rules, its meetings shall be called, notice given or waived, its business conducted or its action taken as nearly as may be in the same manner as it is provided in these Bylaws with respect to meetings of for the conduct of business or the taking of actions by the Board of Directors. The Board of Directors shall have power at any time to fill vacancies in, change the membership of , or discharge any such committee at any time.

6.20 **Termination**: Any Director who moves out of the Development shall be deemed to have automatically resigned as a Director, effective as of the date moving out.

6.21 **Conflict of Interest**: No Director shall participate in the consideration of or vote on any matter in which such Director has (or in which any member of such Directors immediate family has) a particular financial or other benefit, including (without limitation) any contact or employment relationship. In the event of any disagreement over whether such a conflict exists, a finial and binding determination shall be made by a majority of the disinterested Directors present and voting at the meeting.

6.22 **Initial Election of Directors**. The term of all Directors in office on the date these bylaws are approved and adopted by the members shall expire not later than 60 days

from the date of adoption, and new Directors shall be elected in accordance herewith not later than such date.

ARTICLE 7
OPERATIONS

7.1 **Fiscal Year**: The initial fiscal year of the Corporation shall be the calendar year. The fiscal year may be changed by the Board of Directors.

7.2 **Books and Accounts**: Books and accounts of the Corporation shall be kept under the direction of the Treasurer.

7.3 **Inspection of Books**: Financial reports, books and record, and the membership lists of the Corporation shall be available at the principle office of the Corporation for inspection at reasonable times by any member or his or her representative.

7.4 **Execution of Corporate Documents**: With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Corporation by either the President, the Vice President, the Treasurer, or such other person as is specifically designated by the Board of Directors. All checks shall be executed on behalf of the Corporation by at least two Officers designated from time to time by the Board of Directors.

7.5 **Corporate Seal**. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be held by the Clerk.

ARTICLE 8
INDEMNIFICATION OF DIRECTORS AND OFFICERS.

8.1 **In General**: Any Director, Officer, former Director or former Officer, shall be indemnified by the Corporation against expenses reasonably paid or incurred by him/her in connection with or arising out of any claim made, of any civil or criminal action, suit or proceeding of whatever nature brought against him/her or in which he/her is made a party, or in which he/her is otherwise involved, by reason of being or having been a director or officer of the Corporation. The Board of Directors may, from time, provide for the indemnification of any Officer elected by the Board of Directors or any employee or other agent of the Corporation (including persons who serve at its request as Directors or Officers of another organization in which it owns shares or which it is a creditor), upon such terms as it deems in the best interest of the Corporation.

8.2 **Certain Limitation**:. No indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudged in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Corporation. If he has not been so adjudged he shall be entitled to indemnification unless the Board of Directors decides that he did not act in good faith in the reasonable belief that this action was in the best interest of the Corporation. Expenses incurred of the character described in the proceeding paragraph may, with approval of the Board of Directors, be advanced by the Corporation prior to the final disposition of the proceedings involved, upon receipt of an undertaking by the recipient to repay all such advances if he is adjudged not to have acted in good faith in the reasonable belief that this action was in the best interests of the Corporation or if the Board of Directors decides that he or she is not entitled to indemnification.

ARTICLE 9
AMENDMENTS

These bylaws may be amended by the affirmative vote of two-thirds of those present and voting at any Annual Meeting, Quarterly Meeting, or Special Meeting called for that purpose. Amendments may be proposed by the Board of Directors or by petition signed by at least 15% of the members. A description of any proposed amendment shall accompany the notice of the Annual, Quarterly of Special Meeting at which the proposed amendment is to be voted upon, but such proposed amendment may be amended or altered by majority vote of those members present and voting at the meeting.

APRIL 28, 1994

BOSTON REDEVELOPMENT AUTHORITY

FIRST AMENDMENT TO THE REPORT AND DECISION ON THE CHARLESBANK APARTMENTS CHAPTER 121A PROJECT FOR APPROVAL OF THE TRANSFER OF THIS PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO CHARLESBANK APARTMENTS TENANTS ASSOCIATION, INC., A CHARITABLE CORPORATION ORGANIZED UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 180, AS AMENDED, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH CORPORATION TO ACT AS AN URBAN REDEVELOPMENT CORPORATION

A. Prior Proceedings and Actions. Reference is made to the following:

1. On February 1, 1961, the Boston Redevelopment Authority the ("Authority") voted to adopt a Report and Decision (the "Report and Decision") on a project known as the Charlesbank Apartments (the "Project"). Such vote approved by the Mayor of the City of Boston on February 10, 1961 and the vote as so approved was filed with the Clerk of the City of Boston on February 14, 1961. The Project, as more particularly described in the Report and Decision, consisted of the construction of a 24-story building containing approximately 277 dwelling units with an appurtenant two-level parking facility providing accommodations for 194 cars. The Project was to be built on land leased from the Authority in accordance with the provisions of the Whitney Land Assembly and Redevelopment Plan. The Project was to be financed with mortgage insurance under the Federal Housing Administration ("FHA"), Section 220 Program. Charlesbank Apartments, Inc. ("CAI"), organized as an Urban Redevelopment Corporation under Massachusetts General Laws Chapters 121A ("Chapter 121A") and 156, was designated in the Report and Decision as the Chapter 121A entity to own, operate and manage the Project.

2. On August 31, 1961, a certain "Indenture of Lease" was entered into by and between the Authority, as "Landlord", and CAI, as "Tenant". The premises described therein consisted of Lot 1 of the Whitney Land Assembly and Redevelopment Area.

3. On March 26, 1968, a certain "Amendment to Indenture of Lease" was entered into by the Authority and CAI.

4. The Project, as built, consisted of 276 rental units and one non-residential unit, including 184 efficiency units, 92 one-bedroom units and a separate two-level parking facility for 199 cars. Mortgage insurance was provided under the FHA, Section 221(d)(3) Program.

The Indenture of Lease and the Amendment to Indenture of Lease shall hereinafter be referred to collectively as the "Project Ground Lease".

B. Joint Application for Project Transfer. On April 19, 1994, CAI, as the seller, and the Charlesbank Apartments Tenants Association, Inc. ("CATA"), as the buyer, filed jointly a certain Application to Transfer Project requesting the approval of the transfer of the Project to CATA, as more particularly described therein (the "Application"). In addition, certain "Supplementary Materials" were submitted on behalf of CATA and these materials are listed in the attached Schedule "A". Collectively, the Application and the Supplementary Materials are hereinafter referred to as the "Joint Application".

C. Public Hearing Notice. On April 7, 1994, the Authority voted to hold a public hearing (the "Public Hearing") on the Joint Application and scheduled the same for Thursday, April 28, 1994 at 2:30 PM. The notice of Public Hearing was to be published in the Boston Herald, and was so published on April 25, 1994. Further, CAI and CATA were required to give notice of the Public Hearing to all the tenants of the Project. Satisfactory evidence of such notice was presented at the Public Hearing. The Public Hearing was held on April 28, 1994.

D. Authority Action. The Authority is acting hereunder pursuant to Chapter 121A, as amended ("Chapter 121A"), Sections 11 and 18C and the Acts of 1960, Chapter 652, as amended ("Chapter 652"), Section 13A and all other applicable sections or provisions of Chapters 121A and 652, and the Authority's "Rules and Regulations Governing Chapter 121A Projects in the City of Boston", as amended and/or revised, to the extent such rules are applicable. Further, the Authority in acting hereunder, has considered the Joint Application and all documents or exhibits filed therewith or attached thereto, the testimony at the Public Hearing and all documents or other materials presented thereat, sufficient in its judgment to enable it to act as hereinafter set forth.

E. Decision. The Authority hereby acts as follows:

1. Approval. The Joint Application is hereby approved and the Report and Decision is amended only to the extent hereinafter set forth. If there is any conflict of inconsistency between the terms and conditions of the Joint Application and those of this document (the "First Report and Decision Amendment"), those of this First Report and Decision Amendment shall apply and govern.

2. Transfer of Project Ownership. The Authority hereby approves the transfer of the Project by CAI to CATA, a charitable corporation organized under Chapter 180 of the Massachusetts General Laws, as amended. Further, the Authority hereby consents to the formation of CATA as an Urban Redevelopment Corporation under Chapter 121A and Chapter 652 to undertake the Project. The Articles of Organization and the By-Laws of CATA are set forth in Exhibit D to the Joint Application. Any subsequent amendments or restatements to the Articles of Organization or the By-laws shall be filed promptly with the Authority. Any such amendments or restatements that substantially alter the provisions of the Articles of Organization or By-Laws are subject to prior approval

of the Authority's Director. To effectuate the transfer, the Authority hereby authorizes the consent to the assignment to CATA of the Project Ground Lease.

3. Cost of Project; Approved Acquisition and Rehabilitation Financing and Funding. The total cost of the Project funding and financing acquisition and rehabilitation by CATA is estimated to be approximately $8,799,834, as set forth in the Joint Application, Sections 2(a), 4 and Exhibit B. The acquisition mortgage financing shall be limited to the assumption of the existing FHA-insured first and second mortgage loans, as set forth in the Joint Application, Sections 2(a) and (4) (collectively, the "Approved Mortgage Financing"). The remainder of the acquisition and rehabilitation funding shall be provided under the HOPE 2 mplementation grant from the U.S. Department of Housing and Urban Redevelopment, as described in the Joint Application. No other financing or funding is authorized.

4. Approval of Future Financing(s), Refinancing(s), Syndication(s) or Resyndication(s). Subsequent to the Approved Mortgage Financing, all debt financing(s) or refinancing(s), whether secured or unsecured, of the Project or the Project property, and syndication(s) or resyndication(s) of, shall be subject to the Authority's prior approval. No mortgages in connection with the Project shall be granted and/or recorded without the Authority's prior approval, except for those existing mortgages that secure the Approved Mortgage Financing.

5. Approval of Rehabilitation Program. The Authority hereby approves rehabilitation work as described in the Joint Application, Section 2(b) and Exhibit A.

6. Use Restriction. The Authority hereby approves the use of the Project as low and moderate income housing and adopts the "Long-Term Affordability Plan", as set forth in the Joint Application, Section 2(c), and the "Long-Term Affordablity Restriction", as set forth in the Joint Application, Exhibit C, both with such changes as the Authority's Director may determine in her discretion, provided that any changes are consistent with the objective of maintaining the low and moderate income housing use.

7. Cooperative Conversion. Any conversion of the Project to a cooperative form of ownership shall be subject to the Authority's prior approval.

8. General Findings and Determinations. The Authority hereby finds and determines that: (a) the Project changes as approved in this First Report and Decision Amendment do not collectively constitute a "fundamental change" in accordance with Chapter 652, §§13 and 13A; (b) except to the extent inconsistent with or contrary to provisions of this First Report and Decision Amendment, all of the findings, determinations, approvals and consents contained in the Report and Decision, including those zoning deviations granted therein, are hereby ratified and confirmed in all respects; and (c) any procedural or other

requirements of applicable statutes and rules and regulations, which may not have been complied with in regard to the Joint Application or the Authority's proceedings in connection therewith, are hereby waived.

9. Rules and Regulations. Notwithstanding the minimum standards for financing, construction, maintenance and management of the Project and any other rules and regulations set forth expressly or by reference in the Report and Decision to the contrary, the Authority hereby imposes as additional rules and regulations on the Project and requires that, prior to or contemporaneously with, the closing on the Project transfer that: (a) an Assignment and Assumption of the Project Ground Lease shall be entered into by and between CAI and CATA, the terms and conditions of which must be acceptable to the Authority's Director and she is authorized to consent to such document on behalf of the Authority, as the "Landlord", (b) a Regulatory Agreement under Chapter 121A, Section 18C, shall be entered into by and between CATA and the Authority, the terms and conditions of which must be acceptable to the Authority's Director; (c) the Authority's Director may in her discretion execute a Declaration of Restrictions and Covenants with the assent of CATA governing the long-term affordability restriction to be imposed on the Project's property; (d) an Amendment to the Project Ground Lease, by and between CATA, as "Tenant", and the Authority, as "Landlord", the terms and conditions of which must be acceptable to the Authority's Director; and (e) any other instruments and agreements by and between CATA and the Authority that the Authority's Director deems appropriate in her discretion.

10. Report and Decision. All provisions of the Report and Decision not specifically amended or revised by, or inconsistent with, this First Report and Decision Amendment, shall remain in full force and effect.

11. Authorization to Execute Documents. The Authority's Director is hereby authorized to execute in the name of, and on behalf of, the Authority any and all agreements, instruments or documents required by this First Report and Decision Amendment and any Estoppel Certificates or like instruments to and for governmental bodies, lenders or other interested parties, at her discretion that confirm matters covered by this Fourth Report and Decision Amendment.

12. Severability. In the event any provision of this First Report and Decision Amendment shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions thereof, or of the Amended Report and Decision.

Schedule "A"

First Amendment to Report and Decision

Charlesbank Apartments Chapter 121A Project

April 28, 1994

Below are the Supplementary Materials on file with the Authority that are incorporated as part of the Joint Application:

1. Transfer of Physical Assets Application, Charlesbank Apartments, HUD Project No. 029-35025, dated January 19, 1994, filed on behalf of CAI, consisting of: (a) transmittal letter dated January 19 to HUD New England Regional Offices from Lisa B. Albergini, Manager of Housing Development, The Community Builders; and (b) Exhibits 1 through 25.

2. Letter to Joseph F. Fisher, Executive Director/BRA from Michael Kane, CATA Project Coordinator, Boston HUD Tenant Alliance, dated April 26, 1994, regarding the impact of a certain case, NAACP, Boston Branch, v. Cisneros, United States District Court-Massachusetts, C.A. No. 78-850.5 and actions required by the court with regard to the HOPE 2 Implementation Grant.

3. Grant Agreement For HOPE 2, dated April 13, 1994, by and between HUD and CATA, setting forth the terms and conditions of the HOPE 2 Implementation Grant.

4. HOPE 2 Grant Application, dated December 21, 1992, filed with HUD by CATA, consisting of: (a) letter, dated December 21, to HUD New England Regional Office; (b) Application for Federal Assistance; and (c) Exhibits 1 through 28.

Doc. #

APPROVED

APRIL 28, 1994

BOSTON REDEVELOPMENT AUTHORITY

FIRST AMENDMENT TO THE REPORT AND DECISION ON THE CHARLESBANK APARTMENTS CHAPTER 121A PROJECT FOR APPROVAL OF THE TRANSFER OF THIS PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO CHARLESBANK APARTMENTS TENANTS ASSOCIATION, INC., A CHARITABLE CORPORATION ORGANIZED UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 180, AS AMENDED, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH CORPORATION TO ACT AS AN URBAN REDEVELOPMENT CORPORATION

A. Prior Proceedings and Actions. Reference is made to the following:

1. On February 1, 1961, the Boston Redevelopment Authority the ("Authority") voted to adopt a Report and Decision (the "Report and Decision") on a project known as the Charlesbank Apartments (the "Project"). Such vote approved by the Mayor of the City of Boston on February 10, 1961 and the vote as so approved was filed with the Clerk of the City of Boston on February 14, 1961. The Project, as more particularly described in the Report and Decision, consisted of the construction of a 24-story building containing approximately 277 dwelling units with an appurtenant two-level parking facility providing accommodations for 194 cars. The Project was to be built on land leased from the Authority in accordance with the provisions of the Whitney Land Assembly and Redevelopment Plan. The Project was to be financed with mortgage insurance under the Federal Housing Administration ("FHA"), Section 220 Program. Charlesbank Apartments, Inc. ("CAI"), organized as an Urban Redevelopment Corporation under Massachusetts General Laws Chapters 121A ("Chapter 121A") and 156, was designated in the Report and Decision as the Chapter 121A entity to own, operate and manage the Project.

2. On August 31, 1961, a certain "Indenture of Lease" was entered into by and between the Authority, as "Landlord", and CAI, as "Tenant". The premises described therein consisted of Lot 1 of the Whitney Land Assembly and Redevelopment Area.

3. On March 26, 1968, a certain "Amendment to Indenture of Lease" was entered into by the Authority and CAI.

4. The Project, as built, consisted of 276 rental units and one non-residential unit, including 184 efficiency units, 92 one-bedroom units and a separate two-level parking facility for 199 cars. Mortgage insurance was provided under the FHA, Section 221(d)(3) Program.

The Indenture of Lease and the Amendment to Indenture of Lease shall hereinafter be referred to collectively as the "Project Ground Lease".

B. Joint Application for Project Transfer. On April 19, 1994, CAI, as the seller, and the Charlesbank Apartments Tenants Association, Inc. ("CATA"), as the buyer, filed jointly a certain Application to Transfer Project requesting the approval of the transfer of the Project to CATA, as more particularly described therein (the "Application"). In addition, certain "Supplementary Materials" were submitted on behalf of CATA and these materials are listed in the attached Schedule "A". Collectively, the Application and the Supplementary Materials are hereinafter referred to as the "Joint Application".

C. Public Hearing Notice. On April 7, 1994, the Authority voted to hold a public hearing (the "Public Hearing") on the Joint Application and scheduled the same for Thursday, April 28, 1994 at 2:30 PM. The notice of Public Hearing was to be published in the Boston Herald, and was so published on April 25, 1994. Further, CAI and CATA were required to give notice of the Public Hearing to all the tenants of the Project. Satisfactory evidence of such notice was presented at the Public Hearing. The Public Hearing was held on April 28, 1994.

D. Authority Action. The Authority is acting hereunder pursuant to Chapter 121A, as amended ("Chapter 121A"), Sections 11 and 18C and the Acts of 1960, Chapter 652, as amended ("Chapter 652"), Section 13A and all other applicable sections or provisions of Chapters 121A and 652, and the Authority's "Rules and Regulations Governing Chapter 121A Projects in the City of Boston", as amended and/or revised, to the extent such rules are applicable. Further, the Authority in acting hereunder, has considered the Joint Application and all documents or exhibits filed therewith or attached thereto, the testimony at the Public Hearing and all documents or other materials presented thereat, sufficient in its judgment to enable it to act as hereinafter set forth.

E. Decision. The Authority hereby acts as follows:

1. Approval. The Joint Application is hereby approved and the Report and Decision is amended only to the extent hereinafter set forth. If there is any conflict of inconsistency between the terms and conditions of the Joint Application and those of this document (the "First Report and Decision Amendment"), those of this First Report and Decision Amendment shall apply and govern.

2. Transfer of Project Ownership. The Authority hereby approves the transfer of the Project by CAI to CATA, a charitable corporation organized under Chapter 180 of the Massachusetts General Laws, as amended. Further, the Authority hereby consents to the formation of CATA as an Urban Redevelopment Corporation under Chapter 121A and Chapter 652 to undertake the Project. The Articles of Organization and the By-Laws of CATA are set forth in Exhibit D to the Joint Application. Any subsequent amendments or restatements to the Articles of Organization or the By-laws shall be filed promptly with the Authority. Any such amendments or restatements that substantially alter the provisions of the Articles of Organization or By-Laws are subject to prior approval

of the Authority's Director. To effectuate the transfer, the Authority hereby authorizes the consent to the assignment to CATA of the Project Ground Lease.

3. Cost of Project; Approved Acquisition and Rehabilitation Financing and Funding. The total cost of the Project funding and financing acquisition and rehabilitation by CATA is estimated to be approximately $8,799,834, as set forth in the Joint Application, Sections 2(a), 4 and Exhibit B. The acquisition mortgage financing shall be limited to the assumption of the existing FHA-insured first and second mortgage loans, as set forth in the Joint Application, Sections 2(a) and (4) (collectively, the "Approved Mortgage Financing"). The remainder of the acquisition and rehabilitation funding shall be provided under the HOPE 2 mplementation grant from the U.S. Department of Housing and Urban Redevelopment, as described in the Joint Application. No other financing or funding is authorized.

4. Approval of Future Financing(s), Refinancing(s), Syndication(s) or Resyndication(s). Subsequent to the Approved Mortgage Financing, all debt financing(s) or refinancing(s), whether secured or unsecured, of the Project or the Project property, and syndication(s) or resyndication(s) of, shall be subject to the Authority's prior approval. No mortgages in connection with the Project shall be granted and/or recorded without the Authority's prior approval, except for those existing mortgages that secure the Approved Mortgage Financing.

5. Approval of Rehabilitation Program. The Authority hereby approves rehabilitation work as described in the Joint Application, Section 2(b) and Exhibit A.

6. Use Restriction. The Authority hereby approves the use of the Project as low and moderate income housing and adopts the "Long-Term Affordability Plan", as set forth in the Joint Application, Section 2(c), and the "Long-Term Affordablity Restriction", as set forth in the Joint Application, Exhibit C, both with such changes as the Authority's Director may determine in her discretion, provided that any changes are consistent with the objective of maintaining the low and moderate income housing use.

7. Cooperative Conversion. Any conversion of the Project to a cooperative form of ownership shall be subject to the Authority's prior approval.

8. General Findings and Determinations. The Authority hereby finds and determines that: (a) the Project changes as approved in this First Report and Decision Amendment do not collectively constitute a "fundamental change" in accordance with Chapter 652, §§13 and 13A; (b) except to the extent inconsistent with or contrary to provisions of this First Report and Decision Amendment, all of the findings, determinations, approvals and consents contained in the Report and Decision, including those zoning deviations granted therein, are hereby ratified and confirmed in all respects; and (c) any procedural or other

requirements of applicable statutes and rules and regulations, which may not have been complied with in regard to the Joint Application or the Authority's proceedings in connection therewith, are hereby waived.

9. Rules and Regulations. Notwithstanding the minimum standards for financing, construction, maintenance and management of the Project and any other rules and regulations set forth expressly or by reference in the Report and Decision to the contrary, the Authority hereby imposes as additional rules and regulations on the Project and requires that, prior to or contemporaneously with, the closing on the Project transfer that: (a) an Assignment and Assumption of the Project Ground Lease shall be entered into by and between CAI and CATA, the terms and conditions of which must be acceptable to the Authority's Director and she is authorized to consent to such document on behalf of the Authority, as the "Landlord", (b) a Regulatory Agreement under Chapter 121A, Section 18C, shall be entered into by and between CATA and the Authority, the terms and conditions of which must be acceptable to the Authority's Director; (c) the Authority's Director may in her discretion execute a Declaration of Restrictions and Covenants with the assent of CATA governing the long-term affordability restriction to be imposed on the Project's property; (d) an Amendment to the Project Ground Lease, by and between CATA, as "Tenant", and the Authority, as "Landlord", the terms and conditions of which must be acceptable to the Authority's Director; and (e) any other instruments and agreements by and between CATA and the Authority that the Authority's Director deems appropriate in her discretion.

10. Report and Decision. All provisions of the Report and Decision not specifically amended or revised by, or inconsistent with, this First Report and Decision Amendment, shall remain in full force and effect.

11. Authorization to Execute Documents. The Authority's Director is hereby authorized to execute in the name of, and on behalf of, the Authority any and all agreements, instruments or documents required by this First Report and Decision Amendment and any Estoppel Certificates or like instruments to and for governmental bodies, lenders or other interested parties, at her discretion that confirm matters covered by this Fourth Report and Decision Amendment.

12. Severability. In the event any provision of this First Report and Decision Amendment shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions thereof, or of the Amended Report and Decision.

Schedule "A"

First Amendment to Report and Decision

Charlesbank Apartments Chapter 121A Project

April 28, 1994

Below are the Supplementary Materials on file with the Authority that are incorporated as part of the Joint Application:

1. Transfer of Physical Assets Application, Charlesbank Apartments, HUD Project No. 029-35025, dated January 19, 1994, filed on behalf of CAI, consisting of: (a) transmittal letter dated January 19 to HUD New England Regional Offices from Lisa B. Albergini, Manager of Housing Development, The Community Builders; and (b) Exhibits 1 through 25.

2. Letter to Joseph F. Fisher, Executive Director/BRA from Michael Kane, CATA Project Coordinator, Boston HUD Tenant Alliance, dated April 26, 1994, regarding the impact of a certain case, NAACP, Boston Branch, v. Cisneros, United States District Court-Massachusetts, C.A. No. 78-850.5 and actions required by the court with regard to the HOPE 2 Implementation Grant.

3. Grant Agreement For HOPE 2, dated April 13, 1994, by and between HUD and CATA, setting forth the terms and conditions of the HOPE 2 Implementation Grant.

4. HOPE 2 Grant Application, dated December 21, 1992, filed with HUD by CATA, consisting of: (a) letter, dated December 21, to HUD New England Regional Office; (b) Application for Federal Assistance; and (c) Exhibits 1 through 28.

Ground Lease.

In the future, a conversion to a cooperative form of ownership will require a further BRA approval.

Joint Application

On March 19, 1994, CAI and CATA jointly filed with the Authority an Application to Transfer Project (the "Joint Application"). This Joint Application describes in detail the terms of the transfer, and the repair program, since the Project is in need of substantial renovation work. A copy of the Joint Application is enclosed herewith.

First Report and Decision Amendment

Enclosed is a First Report and Decision Amendment setting forth the recommended terms and conditions of the Project's transfer for approval and adoption.

The Office of General Counsel has determined that changes approved in the First Report and Decision Amendment do not constitute collectively a "fundamental change" in accordance with the Acts of 1960, Chapter 652, §§13 and 13A, as amended.

An appropriate vote follows:

VOTED: That the document presented at this meeting, entitled "FIRST AMENDMENT TO THE REPORT AND DECISION ON THE CHARLESBANK APARTMENTS CHAPTER 121A PROJECT FOR APPROVAL OF THE TRANSFER OF THIS PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO CHARLESBANK APARTMENTS TENANTS ASSOCIATION, INC., A CHARITABLE CORPORATION ORGANIZED UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 180, AS AMENDED, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH CORPORATION TO ACT AS AN URBAN REDEVELOPMENT CORPORATION", be and hereby is adopted and approved in all respects.

MEMORANDUM APRIL 28, 1994

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA LAGO, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
KEVIN MORRISON, ACTING CHIEF GENERAL COUNSEL

SUBJECT: FIRST AMENDMENT TO REPORT AND DECISION ON CHARLESBANK APARTMENTS CHAPTER 121A PROJECT ("CHARLESBANK PROJECT")

Executive Summary: This Memorandum requests adoption of a First Amendment to the Report and Decision on the Charlesbank Project, which involves the approval of the transfer of this previously approved and developed project by Charlesbank Apartments, Inc., to Charlesbank Apartments Tenants Association, Inc.

Project Background

On February 1, 1961, the Boston Redevelopment Authority (the "BRA") adopted a Report and Decision approving an approximately 277 unit multi-story apartment complex, located in the Whitney Land Assembly and Redevelopment Area (or Urban Renewal Area)(the "Whitney URA"), part of the Mission Hill neighborhood of the City of Boston. The designated Chapter 121A entity was Charlesbank Apartments, Inc. ("CAI"). The project was one of 3 multi-story apartment complexes built within the Whitney URA and was financed with mortgage insurance under the Federal Housing Administration Section 221(d)(3) program. The BRA leased the land for the project to CAI by an Indenture of Lease, originally dated August 31, 1961 and as subsequently amended (the "Project Ground Lease"). The Project Ground Lease remains in full force and effect.

Transfer of Project Ownership

The Charlesbank Apartments Tenant Association, Inc. ("CATA") has been awarded approximately $8.8 million in HOPE 2 Implementation funds (the "HOPE Grant") by the U.S. Department of Housing and Urban Development. The HOPE Grant will be used by CATA to purchase and rehabilitate the Charlesbank Project. In the future, CATA contemplates converting the project to a resident-owned limited equity cooperative. The transfer of project ownership requires approval by the BRA in accordance with applicable provisions of Chapter 121A and Chapter 652 of the Acts of 1960 ("Chapter 652"), both as amended. Also, the BRA will be required to consent to an assignment to CATA of the Project

CHARLESBANK APARTMENTS CHAPTER 121A PROJECT

APPLICATION FOR APPROVAL TO TRANSFER A PROJECT PURSUANT TO GENERAL LAWS CHAPTER 121A, SECTION 11, TO ACQUIRE A PROJECT PURSUANT TO GENERAL LAWS CHAPTER 121A SECTION 18C, AND THE ACTS OF 1960, CHAPTER 652, SECTION 13A

Submitted by:

Charlesbank Apartments Tenants Association, Inc.

and

Charlesbank Apartments, Inc.

Date: April 19, 1994

Charlesbank Apartments, Inc. (CAI) and the Charlesbank Apartments Tenants Association, Inc. (CATA) (collectively, the "Applicants") hereby jointly apply (the "Application") to the Boston Redevelopment Authority (the "BRA") pursuant to the provisions of Massachusetts General Laws, Chapter 121A ("Chapter 121A"), Sections 11 and 18C, as amended, the provisions of the Acts of 1960, Chapter 652 ("Chapter 652"), Section 13A, as amended, and any rules and regulations of the Authority that may be applicable hereto, for the approval and consent of the Authority to the proposed transfer of a certain project known as Charlesbank Apartments (the "Project"), to CATA. CAI was organized under Massachusetts General Laws, Chapters 121A and 156. CATA is a non-profit resident council organized pursuant to Chapter 180 of the Massachusetts General Laws. The Applicants request approval of the transfer under Chapter 121A and Chapter 652 for the purpose of acquiring the Project, carrying out the repair plan described in Exhibit A, and converting the Project into a permanently affordable limited equity cooperative with the aid of an $8,799,834 HOPE 2 Implementation Grant from the U.S. Department of Housing and Urban Development ("HUD"). CAI will convey the Project to CATA subject to the terms and conditions imposed by HUD and the BRA as set forth in an Amendment to the Report and Decision, if this Application is approved.

1. Project; Project Area; Report and Decision. The Applicants represent as follows:

(a) Project. The Project consists of 276 rental units of affordable rental housing and one non-residential unit. The Project includes 184 efficiency units, 92 one-bedroom units, and a separate two-level parking structure for 199 cars.

(b) Project Area. The parcel of land and the building theron which constitutes the Project Area is located as follows:

Address	Assessor's Parcel No.	No. of Units
650 Huntington Avenue	10-00015	277

A metes and bounds description of the Project Area is on file with the BRA.

(c) Report and Decision. On February 1, 1961, the BRA adopted a Report and Decision approving a multi-story apartment complex, located in the Whitney Land Assembly and Redevelopment Area (or Urban Renewal Area)(the "Whitney URA"), part of the Mission Hill neighborhood of the City of Boston. The designated Chapter 121A was CAI. The project was one of 3 multi-story apartment complexes built within the Whitney URA and was financed with mortgage insurance under the federal Section 221(d)(3) program. The BRA leased the land for the project to CAI by an Indenture of Lease, originally dated August 31, 1961 and as subsequently amended (the "Project Ground Lease"). The Project Ground Lease remains in full force and effect.

2. Applicants Actions. The Applicants represent as follows:

(a) Sale. With the receipt of HOPE 2 funds, the CATA will purchase the Project for $4,500,000 (plus $69,000 in closing costs) from CAI. CATA will assume at the closing two outstanding Federal Housing Administration (("FHA")-insured mortgage loans in the original amount of $4,742,800, with approximate outstanding balances totalling $1,869,799 on December 31, 1993. A Sources and Uses of Funds Statement for the HOPE 2 Implementation Grant is set forth in Exhibit B.

CAI was originally created by the Charlesbank Homes Foundation (the "Foundation"), a non-profit organization committed to affordable housing philanthropy, and CAI will be selling Charlesbank substantially below appraised market value in order to generate the 1/3 "local match" requirement for federal HOPE 2 Grant funds. (No "local match" is being provided by the City of Boston or the BRA for the HOPE grant.) The sale proceeds will be transferred to the Foundation, which will augment its endowment by approximately 50%, increasing its capacity to make charitable grants to housing and homelessness advocacy groups.

The closing is expected to occur on or before June 1, 1994, following final approval by HUD of the Transfer of Physical Assets (TPA) application filed by CAI in January, 1994.

(b) Repair Plan. The CATA will also utilize HOPE 2 grant funds to fully fund the repair program summarized in Exhibit A. These repairs are required to maintain the Project as decent, safe and sanitary housing and to bring the building into compliance with HUD and new code requirements, including installation of a sprinkler system.

In addition, CAI will provide CATA with a Replacement Reserve Account funded at $500,000 at the closing to fully capitalize a long-term capital needs plan, including interior apartment repairs and eventual window replacement.

(c) Continuing Use: Long-term Affordability Plan. CATA is committed to maintain Charlesbank as permanently affordable housing for households earning less than 95% of the Boston PMSA median income, of which at least two thirds will be households earning less than 80% of the Boston Primary Metropolitan Statistical Area ("PMSA") median income. Share prices in the future cooperative will be permanently maintained at one months rent for a studio apartment. Households who purchase cooperative shares will initially pay no more than 25% of their income on occupancy costs; households who remain as renters will pay no more than 30% of their income on rent.

An enforceable Long-Term Affordability Use Restriction in substantially the form as set forth in Exhibit C, (the "Use Restriction") will be attached to the deed of the property and/or assignment of lease from CAI to CATA, to the future cooperative Articles of Organization and By-Laws, to the HOPE 2 Grant approval by HUD, and to the Regulatory Agreement and Project Ground Lease with the BRA. The CATA has requested that the BRA incorporate the Use Restriction in the BRA Regulatory Agreement, and change the description of the BRA title by amending the Project Ground Lease with a similar Declaration of Covenants and Restrictions.

Upon transfer of the Project to CATA, the Project's current rent structure will be maintained through completion of the Repair Plan summarized in Exhibit A; a modest increase in "base" market rent, anticipated to be less than 10% over current rents, will be implemented to renter households at this time. Existing households who purchase cooperative shares (for one month's rent for a studio apartment) will pay 25% of adjusted gross income for occupancy charges plus utilities. Vacant units will be marketed to qualified households earning less than 80% of the Boston PMSA median income until required HOPE 2 thresholds are met for transfer to cooperative ownership.

The CATA will provide periodic reports to the BRA to assist the BRA, among other agencies, in monitoring and enforcing this Use Restriction.

(d) Cooperative Ownership. CATA intends to eventually convert the Project into a resident-controlled, limited equity cooperative. Transfer of the Project from CATA to a limited equity Cooperative Corporation will occur when certain "coop" transfer thresholds under the HOPE 2 program have been attained (2/3 of units to be share-purchased by income-eligible households earning less than 95% of the PMSA median, and 80% of those earning less than 80% of the PMSA median), anticipated within two years after the transfer of the leasehold from CAI to CATA. At that time, CATA will seek the BRA's approval for a second Transfer of the Project Ground Lease to the Cooperative Corporation under Chapter 121A.

CATA will also seek a removal permit from the Boston Rent Equity Board by June, 1994, for permission to begin marketing cooperative shares to current and future residents following transfer of building title, and to register the Cooperative Corporation with the Commonwealth.

(d) Management. CATA will retain a qualified property management company (initially, Maloney Properties) to maintain building operations.

3. Disclosure Statement Concerning Beneficial Interests and Organizational Documents. CATA represents as follows:

CATA is a non-profit resident council organized under Chapter 180 of the Massachusetts General Laws. Exhibit D provides a background description of CATA, its current Board of Directors list, Articles of Organization and By-Laws (the "Organizational Papers"). The purposes of CATA, as stated in these Organizational Papers, establish its charitable and non-profit purposes, including

the provision of permanently affordable housing at Charlesbank.

4. Acquisition Financing. CATA represents as follows:

(a) CATA will assume the existing FHA-insured first and second mortgage loans.

(b) The Sources and Uses of Funds Statement for the HOPE 2 Implementation Grant is set forth in Exhibit B.

5. Chapter 121A Urban Redevelopment Excise Taxes. CAI represents that all amounts due have been paid.

6. 6A Payments. CAI represents that all amounts due have been paid. CATA will assume CAI's 6A Payment obligations. No changes are requested in the 6A Contract.

7. Regulatory Agreement. CATA agrees to enter into a Regulatory Agreement, as required by Chapter 121A, Section 18C.

8. Statement of No Ownership Interests in Other Chapter 121A Projects. CATA represents that neither CATA nor its Board members or Officers thereof, individually or collectively, have any direct or indirect beneficial interest in any other Chapter 121A Project in the City of Boston.

9. Statement of No Real Estate Tax Arrearages. CATA represents that neither CATA nor its Board members or Officers, individually or collectively, own any real estate in Boston on which Chapter 59 real estate tax payments are in arrears.

10. Notices; Communications. All notices or other communications from the BRA or its staff concerning this Application shall be forwarded to the Applicants, as follows:

Charlesbank Apartments, Inc.
Mr. Richard Driscoll
c/o Massachusetts Bankers Association
73 Tremont Street 3rd floor
Boston, MA. 02108

with copies to:

Lisa Alberghini
The Community Builders
95 Berkeley Street
Boston, MA. 02116

Vin McCarthy, Esq.
Hale and Dorr
60 State Street
Boston, MA. 02109

Charlesbank Apartments Tenants Association, Inc.
Kerstin Hildebrandt, President
650 Huntington Avenue, Apt. 26F
Boston, MA.

with copies to:

Mr. Michael Kane, Project Coordinator
Boston HUD Tenant Alliance
353 Columbus Avenue
Boston, MA. 02116

John Achatz, Esq.
Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, MA.

12. **Supplementary Materials.** The Applicants agree that upon the request of, and notice from the BRA staff, the Applicants will then provide such additional information in connection with the Proejct transfer as may be reasonably requested. Such information may be considered "Supplementary Material" to be incorporated as part of this Application.

13. **List of Exhibits.** The following exhibits are attached and incorporated as part of this Application as if fully set forth herein:

Exhibits:

A. Description of Repair Program

B. HOPE 2 Implementation Grant Sources and Uses Statement

C. Long Term Affordability Use Restriction

D. Background of CATA, Inc.

Executed as of April 19, 1994

CHARLESBANK APARTMENTS, INC.

By: Richard Driscoll, President

CHARLESBANK APARTMENTS TENANTS ASSOCIATION

By: Kerstin Hildebrandt, President

EXHIBIT A

DESCRIPTION OF REPAIR PROGRAM

CHARLESBANK APARTMENTS
650 HUNTINGTON AVENUE

DESCRIPTION OF REPAIR PROGRAM

ITEM	SCOPE	SOURCE	COST
A) Contractor Cost	General Conditions; Plant & Equipment; Contractor's Fee.		$401,169
B) Permit, Insurance, Bond		Required by law. Bond provides protection for Bldg. Owner.	$77,747
C) Sprinklers/Fire Alarms	Install sprinklers throughout building; Smoke and Heat Detectors; Annunciator Panel; Exit Signs.	Required by Law. Makes Bldg. significantly safer.	$760,330
D) Site Improvement	Curb cuts; Ramps; Sidewalk Repair; Lawn Restoration; Garage Line Painting.	Law requires public areas of building to be accessible.	$24,210
E) Landscaping	Shrub Replacement; Tree Protection; Topsoil Replacement.	Site will be damaged during const. process.	$4,950
F) Exterior Waterproofing of Bldg.	Caulk stripped out & replaced; Wash Building; Repair concrete panels; Re-caulk and apply water repellent; Replace weather-stripping.	Exterior leaks have caused extensive interior damage and decreased energy efficiency.	$543,191
G) Repair Garage	Strip asphalt surface and degraded concrete deck areas. Remove spalled concrete on ribs. Repair steel reinforcing; Repair concrete; Apply latex modified concrete topping.	Garage has suffered damage resulting from improper deck surface.	$281,059
H) Replace Roof	Strip off old roofing, flashing, insulation, and blocking; Install all new roof system, as well as parapet wall and cap metal sheathing.	Roof is original and is leaking. Insulation is wet and ineffective.	$94,830
I) New Trash Room "Bridge" and Compactor	Remove existing incinerator, modify shear walls to create trash room, install "Bridge" to exterior wall, modify trash chute and install trash compactor.	Incinerator is repeatedly shut down and cannot meet stringent air quality standards.	$157,575
J) Interior Finish Upgrades	New ceiling and carpeting on first floor; new ceilings on unit floors.	Carpeting will be worn during construction; installation of sprinklers warrants ceiling replacement .	$16,030
K) Elevator Upgrades	Install solid state controls; door sensing devices; push-button controls.	Elevator controls are original, out of date, and require high maintenance. Push-buttons must be made accessible.	$139,450

L) Balcony Repair	Remove plywood panels, degraded concrete; Install new panels; Repair spalled concrete and cracks. Apply water repellent; Paint metal rails.	Panels are badly degraded, post embedments must be restored, cracks repaired.	$123,480
M) Mechanical Upgrades	Replace one boiler; Repair one boiler; Install new small boiler for H.W. production; convert to natural gas; replace domestic water pumps; install energy management system, upgrade air handling system.	Building will realize energy savings by replacing out dated technologies.	$625, 213
N) Environmental	Remove asbestos; underground oil storage tanks.	Incinerator removal necessitates asbestos abatement; oil tanks original to building must be removed.	$75,670
O) Security Upgrades	Improved site lighting, T.V. cameras		$30,000
		TOTAL	$3,354,904

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EXHIBIT B

HOPE 2 IMPLEMENTATION GRANT
SOURCES AND USES STATEMENT

CHARLESBANK APARTMENTS
HOPE 2 IMPLEMENTATION GRANT SOURCES AND USES STATEMENT

Activity	Total Cost	Grant Requested	Applicant's Match	Non-Progr Funds
Architectural & Engineering	262,300	60,300		202,000
Acquisition of Property	9,569,000	4,569,000	2,838,000	2,161,000
Rehabilitation	3,891,534	3,891,534		
Administrative Costs	265,000	205,000	-	60,000
Development of RMCs/RCs	76,000	6,000		70,000
Counseling and Training	20,500	8,000		12,500
Replacement Reserves	500,000		500,000	
Legal Fees	85,000	40,000		45,000
Economic Development	20,000	20,000		
Appraisal	15,000			15,000
TOTAL	14,704,334	8,799,834	3,338,000	2,565,500

EXHIBIT C

LONG TERM AFFORDABILITY USE RESTRICTION

Long-Term Affordability Restriction

The use of the premises shall be restricted to low and moderate income housing for the useful life of the property so that not fewer than one-third of the dwelling units situated thereon shall be occupied upon initial occupancy by households who have incomes not greater than 65% of the PMSA median income for Greater Boston; not more than one-third of the dwelling units situated thereon shall be occupied upon initial occupancy by households who have incomes greater than 80% of the PMSA median income for Greater Boston; and all dwelling units are occupied upon initial occupancy by households having incomes not greater than 95% of the PMSA median income for Greater Boston; provided, however, that this restriction shall not apply to households occupying a dwelling situated on the premises on the date of this ‹deed›.

Notwithstanding the provisions of the preceding paragraph, in the event of a deficit in the operating budget of the development, the Board of Directors of the owner shall be empowered to take the following categories of actions, in sequence, to maintain the financial viability of the development. For purposes of this restriction, financial viability is defined as revenue to the development sufficient to pay operating expenses, debt service and reasonable reserves to operate and maintain the premises as decent, safe and sanitary housing.

1) Actions to decrease costs or maximize non-occupancy income, including but not limited to:

a) prudent measures to reduce operating costs;

b) increases in parking garage or other miscellaneous revenue;

c) negotiation of a reduction in ground lease payments to the Boston Redevelopment Authority and/or refinancing of outstanding mortgage debt at more favorable rates or longer term;

d) seeking and accepting subsidy from federal, state or city government sources;

2) Actions to adjust rents and/or occupancy charges.

a) raising rents for renters, provided that no household shall pay more than 30% of income (or the then effective standard defined in Section 8 of the National Housing Act) for rent, or the comparable unrestricted market rent for the area, whichever is less, and provided further that any rent increase not based on changes in household income shall be no more than 10% over the prior year's rent during any year.

b) raising occupancy charges for cooperative shareholders from 25% to no more than 30% of adjusted household income (or the then effective standard defined in Section 8 of the National Housing Act), provided that any increase not based on changes in household income shall be no more than 10% over the prior year's occupancy charge during any year.

3) Adjustments to affordability mix. In the event the above measures are insufficient to maintain the financial viability of the development, the Board may adjust, for a temporary period subject to semiannual review, the percentage mix upon turnover between very low (less than 65% of the PMSA median) and lower (65% to 80% median) income households.

Affordability of Cooperative Shares. Shares marketed to new shareholders in the Charlesbank limited equity cooperative shall be priced at one month's base rent for a studio apartment.

Reporting requirement. The owner shall submit an annual report to the Boston Redevelopment Authority, HUD, or their respective successor agencies regarding compliance with this restriction.

Enforcement. The Boston Redevelopment Authority, HUD, or their respective successor agencies, shall be empowered to enforce this affordability restriction by bringing an action for specific performance, but not for money damages.

EXHIBIT D

BACKGROUND OF CHARLESBANK APARTMENTS TENANTS ASSOCIATION, INC. (CATA)

CHARLESBANK APARTMENTS TENANTS ASSOCIATION, INC.

The Charlesbank Apartments Tenants Association (CATA) is strongly committed to both resident ownership and permanent affordability at Charlesbank Apartments. CATA was formed in 1988 in response to a major rent increase at Charlesbank which had the effect of displacing many long-term elderly, low income residents. The disruption which followed united the residents in a determination to prevent further displacement at the property. Since its inception, CATA has been effective in negotiating management improvements in the building, including changes in personnel in the site office and institution of a transfer policy for existing residents who are eligible to move to larger units.

In 1991, the owners of Charlesbank Apartments announced their intention to apply for HUD 241(f) mortgage insurance for a loan to pay for approximately $4 million in repairs required by changes in building codes; worn-out building systems; and deferred maintenance items cited by HUD in Physical Inspection Reports. Seeing no alternative, the owners proposed a 43% rent increase to pay for the repair loan.

Concerned that the increase would displace the remaining low income residents in the building, CATA mounted a six month effort to scale back the increase, protect the residents from displacement, and assure long-term affordability while achieving needed repairs. In January of 1992 CATA began working on a proposal to fund the repairs with a HOPE II grant, which would also allow for conversion of the property to homeownership through the establishment of a resident owned cooperative. That effort resulted in an award by HUD of $8,799,834 in HOPE funds for the tenants to purchase Charlesbank Apartments and undertake the needed repairs.

In the three short years since its formation, the Charlesbank Apartments Tenants Association has emerged as a skilled, experienced resident organization fully prepared to take on the new challenges of resident ownership, management, and building rehabilitation. While the CATA Board members have no direct experience in real estate development, they have assembled a top-notch team of experienced housing professionals to enhance their capability to oversee and implement the cooperative homeownership and repair program. CATA's consultant team includes:

- Boston Affordable Housing Coalition/HUD Tenant Alliance Development consultant providing project management, organizational development and capacity building expertise.

- The Community Builders, Inc. - Fiscal Agent, working with the tenants to establish fiscal controls to track the

HOPE II grant funds, and to provide assistance and oversight during the construction period;

o John Achatz, Esq. - Attorney; Brown, Rudnick, Freed and Gesmer;

o Robert Goldstein - Development consultant responsible for coordinating the design and construction of physical improvements for the property.

o Downer & Mostue Architects, Inc. - Architect, responsible for producing plans and specifications for the repairs, and for construction inspection.

o The Association for Resident Control of Housing (ARCH - formerly The Coop Housing Task Force) - Providing homeownership training and counseling services; and

Resumes and information on development experience for each of the above consultants follows. In addition to the team members listed above, Niles Management Company is the management agent at Charlesbank Apartments, and Macomber Construction Company is the General Contractor chosen to undertake the building improvement.

Please note that all team members have been approved by HUD as part of the processing for the award of HOPE II funds. Information on the project team was presented to HUD in Exhibits 7, 14 and 18 of the HOPE II application.

CATA Orgazational Experience

Highlights

Multifamily Housing Development and Management

--Creation of the HOPE 2 Implementation Grant strategy as a creative alternative to pay for needed repairs without a major increase in costs for residents

--Successful negotiation and advocacy with owners' representatives to get support for the HOPE 2 idea, including owners' funding of CATA's predevelopment costs to match HOPE 2 funds

--Assembly and management of a top-notch technical assistance team, including organizational development, development consultant, legal, construction management, fiscal agent consultants

--Negotiation with city and state agencies for support to CATA

--Successful negotiation of management improvements for Charlesbank, including personnel and contractor changes in the site office, initiation of an internal transfer policy, and resident access improvements

Experience in Multifamily Homeownership Programs

--Design of an innovative strategy to make the HOPE 2 program work in a permanently affordable limited equity cooperative

Organizing, Developing, and Training Low Income Resident and Neighborhood Groups

--Experience in HUD policy advocacy, including use of the Freedom of Information Act, support from HUD staff, and successful negotiation with HUD officials for assistance to tenants

--Leadership to other resident groups through active involvement in citywide HUD Tenant Alliance

--Active role in co-founding National Alliance of HUD Tenants (NAHT)

CHARLESBANK APARTMENTS TENANTS' ASSOCIATION, INC.
650 Huntington Avenue
Boston, MA 02115
Tel. 738-5121

BOARD OF DIRECTORS
1993-1994

3/4/94

OFFICERS

President
Kerstin Hildebrandt (Apt. 23-L)
(h) 232-5713
(W) 632-5137

Vice President
Carl Peterson (Apt. 8-B)
(h) 277-4413
(w) 565-2651
(fax) 565-2657

Clerk
Bob Pelletier (Apt. 22-H)
(h) 731-9285
(w) 373-2521
(fax) 373-8573

Assistant Clerk
Roald Almero (Apt. 11-J)
(h) 734-9737

Treasurer
Carol Gritz (Apt. 16-M)
(h) 232-1139

Assistant Treasurer
Tobi Simmons (Apt. 25-E)
(h) 739-8374

FLOOR COORDINATORS (DIRECTORS)

Second Floor

Third Floor
Marlene Helt (Apt. 3-H)
(h) 232-5047
(w) 373-2000
(fax) 373-8573

Fourth Floor
Chuck Sunergren (Apt. 4-B)
(h) 734-2334

Fifth Floor
(vacant)

Sixth Floor
Mary Donohoe (Apt. 6-C)
(h) 277-3935

Seventh Floor
Jennie Alkonis (Apt. 7-J)
(h) 566-7486

Eighth Floor
Helen Weagle (Apt. 8-D)
(h) 738-8169

Ninth Floor
Gene Ryan (Apt. 9-L)
(h) 731-1666

Tenth Floor
(vacant)

Eleventh Floor
Marilyn Barron (Apt. 11-E)
(h) 734-3242

Twelfth Floor
Jane Kaiser (Apt. 12-G)
(h) 232-7004

Fourteenth Floor
Rob Sullivan (Apt. 14-B)
(h) 232-0607

Fifteenth Floor
Irene Parker (Apt. 15-H)
(h) 232-3719

Sixteenth Floor
Eleanor Palmer (Apt. 16-L)
(h) 232-4184
(w) 357-5600

Seventeenth Floor
Johanna May (Apt. 17-L)
(h) 277-2519

Eighteenth Floor
(vacant)

Nineteenth Floor
Faith Mikelsons (Apt. 19-L)
(h) 734-6829

Twentieth Floor
Ann Summers (Apt. 20-L)
(h) 232-5172

Twenty First Floor
Fran McCarthy (Apt. 21-H)
(h) 731-1653

Twenty Second Floor
(vacant)

Twenty Third Floor
(vacant)

Twenty Fourth Floor
Phil Alessi (Apt. 24-F)
(h) 734-4426

Twenty Fifth Floor
Sanda Frumosu (Apt. 25-B)
(h) 750-5515

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL J. CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

ARTICLE I

The name of the corporation is:

Charlesbank Apartments Tenants' Association, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

A. The purpose of the Corporation is to improve the physical and social conditions of the tenants at Charlesbank Apartments, a 276-unit housing development located on the corners of Huntington and Longwood Avenues in Boston, Massachusetts (the "Development") and to insure that the Development remains affordable for low and moderate income tenants (as defined by the U.S. Department of Housing and Urban Development ("HUD") Section 8 standards or those promulgated by any successor agency).

B. The Corporation is organized exclusively for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code, and shall not engage in any other purpose or activity.

C. The Corporation may carry on any activity allowed to be carried on by a corporation organized pursuant to Chapter 180 and/or Chapter 156B of the General Laws and not inconsistent with clause (b) above.

1992 MAR 19 PM 3:20
SECRETARY OF THE COMMONWEALTH
CORPORATION DIVISION

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8½ x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

ARTICLE III

If the corporation has one or more classes of members, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

The Corporation will have only one class of members.

ARTICLE IV

* Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

A. No Private Benefit. The Corporation is organized as non-profit, charitable corporation, and no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, individual, person, firm or corporation, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Article 2 above.

B. Dissolution. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation to such an organization or organizations organized and operated for the purpose of developing, owning and operating housing for persons and families of low and moderate income and which qualify as tax-exempt under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States internal revenue law).

* If there are no provisions, state "None".

Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE V

By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out below, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if a later date is desired, specify date, (not more than 30 days after date of filing).

The information contained in ARTICLE VII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VII

a. The post office address of the initial principal office of the corporation IN MASSACHUSETTS is:

Kerstin Hildebrandt, 650 Huntington Ave., Apt. 3-L, Boston, MA 021

b. The name, residence and post office address of each of the initial directors and following officers of the corporation are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Kerstin Hildebrandt, 650 Huntington Avenue, Apt. 3-L, Boston, MA 02115	
Vice-president:	Carl Peterson, 650 Huntington Avenue, Apt. 8-B, Boston, MA 02	
Treasurer:	Mitch Henderson, 650 Huntington Avenue, Apt. 21-D, Boston, MA 02115	
Clerk:	Robert J. Pelletier, 650 Huntington Avenue, Apt. 22-H, Boston, MA 02115	

Directors: (or officers having the powers of directors).

NAME	RESIDENCE	POST OFFICE ADDRESS
Kerstin Hildebrandt,	650 Huntington Avenue, Apt. 3-L,	Boston, MA 02115
Carl Peterson,	650 Huntington Avenue, Apt. 8-B,	Boston, MA 02115
Mitch Henderson,	650 Huntington Avenue, Apt. 21-D,	Boston, MA 02115
Robert J. Pelletier,	650 Huntington Avenue, Apt. 22-H,	Boston, MA 02115
Cynthia Bates,	650 Huntington Avenue, Apt. 2-G,	Boston, MA 02115
[illegible]		
Chuck Sunergren,	650 Huntington Avenue, Apt. 4-B,	Boston, MA 02115
[illegible]		
Helen Weagle,	650 Huntington Avenue, Apt. 8-D,	Boston, MA 02115

c. The fiscal year of the corporation shall end on the last day of the month of:

December 31

d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

I/We the below-signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named principal officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I/WE, whose signature(s) appear below as incorporator(s) and whose names and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this day of 17 MARCH 19 92

Robert J. Pelletier

Carl R. Peterson

Kerstin Hildebrandt

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

B. The name, residence and post office address of each of the initial directors and following officers of the corporation are as follows:

Directors: (continued)

Eleanor Palmer, 650 Huntington Avenue, Apt. 9-M, Boston, MA 02115
Jane Kaiser, 650 Huntington Avenue, Apt. 12-G, Boston, MA 02115
Fran McCarthy, 650 Huntington Avenue, Apt. 21-H, Boston, MA 02115
Irene Parker, 650 Huntington Avenue, Apt. 15-H, Boston, MA 02115
Rob Sullivan, 650 Huntington Avenue, Apt. 14-B, Boston, MA 02115
Greg Flynn, 650 Huntington Avenue, Apt. 12-L, Boston, MA 02115
Ann Summers, 650 Huntington Avenue, Apt. 20-L, Boston, MA 02115
Heidi Bobeck, 650 Huntington Avenue, Apt. 24-E, Boston, MA 02115
Archie John, 650 Huntington Avenue, Apt. 23-L, Boston, MA 02115
Laurie Chanian, 650 Huntington Avenue, Apt. 24-J, Boston, MA 02115

ETARY OF
MONWEALTH
19 PM 3:19
ATION DIVISION

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of $35.00 having been paid, said articles are deemed to have been filed with me this
day of 19 .

Effective date

MICHAEL J. CONNOLLY
Secretary of State

Rpt at 11:30 pm

A PHOTOCOPY OF THESE ARTICLES OF ORGANIZATION SHALL BE RETURNED

TO: CARL R PETERSON 8-B
CHARLESBANK TENANTS ASSOC
650 HUNTINGTON AVE
BOSTON, MA 02115

Telephone: 617 2774413

CHARLESBANK APARTMENTS TENANTS' ASSOCIATION, INC.
(d/b/a Charlesbank Tenants Association)

BYLAWS OF THE CORPORATION
Adopted on May 26, 1992

ARTICLE 1
NAME AND ADDRESS

The name of the Corporation shall be Charlesbank Apartments Tenants' Association, Inc. The corporation may do business under the name "Charlesbank Tenants Association." Its mailing address is 650 Huntington Ave., Boston, MA 02115.

ARTICLE 2
PURPOSE AND POWERS

2.1 **Purpose:** The purpose of the Corporation is to improve the physical and social conditions of the tenants at Charlesbank Apartments, a 276-unit housing development located at 650 Huntington Ave. Boston, Massachusetts (the "Development") and to encourage that the Development remains affordable for low and moderated income tenants (as defined by U.S. Department ["HUD"] Section 8 standards or those promulgated by any successor agency). This will be accomplished by pursuing the following objectives:

a. Negotiated purchase of the Development from Charlesbank Apartments, Inc. as a tenant cooperative.

b. Develop tenant awareness and consciousness by promoting a higher degree of tenant organization.

c. Encourage participation by recruiting new membership.

d. Promote communication between HUD, other government agencies and the tenants.

e. Promote sense of community among tenants;

f. Assure a safe living environment;

g. Inform management of tenant's collective and individual problems, needs and desires;

h. Implement and promote meaningful services and programs of benefit to all tenants;

i. Raise funds in any legal manner to implement the objectives and purposes of the Corporation as the Board of Directors may deem necessary or advisable;

j. Do all things necessary or convenient to effect any or all of the purposes and objectives of the Corporation; and

k. Promote communication with other tenants organizations, and build mutual support.

2.2 **Powers:** The Corporation shall have the power to do all things permitted to be done by a corporation organized under Massachusetts General Laws, Chapter 180 and Chapter 156B.

ARTICLE 3
NON-PROFIT STATUS

3.1 **No Private Benefit**: The Corporation is organized as a non-profit, charitable corporation, and no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, individual, person, firm or corporation, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Article 2 above.

3.2 **Dissolution**: Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation to such an organization organized and operated exclusively for the purpose of developing, owning and operating housing for persons and families of low and moderate income and which qualify as tax-exempt under section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States internal revenue law).

ARTICLE 4
MEMBERSHIP

4.1 **Members:** Members of the Corporation shall be limited to residents of the Development. There shall be 276 authorized memberships in the Corporation, one for each apartment in the Development. Except as otherwise provided by the Board of Directors, each household lawfully residing in the Development shall automatically constitute a single membership, and the rights pertaining to such membership (including the right to vote) may be exercised by any adult member (18 years or older) of the household.

4.2 **Termination of Membership**: The membership of any household which moves out of the Development shall be automatically terminated.

ARTICLE 5
MEETINGS AND MEMBERS

5.1 **Place of Meetings**: Regular Meetings of all members shall be held in the downstairs lobby of the Development until a community space can be provided in the future on the premises.

5.2. **Annual Meetings**: Annual Meetings shall be on the 4th Tuesday in May of each year. At each Annual Meeting, members shall elect Directors as provided in these Bylaws, and shall conduct such other business as may properly come before them. If the Annual Meeting is not held on the date provided above, a Special Meeting in lieu of an Annual Meeting may be held at a later date with all force and effect of an Annual Meeting.

5.3 **Quarterly Meetings**: Quarterly Meetings of the membership shall be held quarterly, with three such meetings (in addition to the Annual Meeting) held each year. Quarterly Meetings shall be called and scheduled by the Board of Directors.

5.4 **Special Meetings**: A Special Meeting of the members may be called by the President or by the Board of Directors. A Special Meeting shall by called by the President or the Clerk upon the written petition on fifteen (15%) of the members. The notice of any Special Meeting shall state the time, place and purpose of the meeting, and no other business shall be transacted at the Special Meeting except with the consent of eighty (80%) of the members present and voting at the meeting.

5.5 **Notice of Meeting**: The Clerk shall send a notice of each Annual, Quarterly, or Special Meeting, stating the purpose of the meeting as well as the time and place where it is to be held, to each member at least 5 but not more then 30 days prior to the meeting and shall post notices of the meeting in conspicuous places throughout the Development, except for Special Meetings called by the President or the Board of Directors which may be called on 24 hours written notice. Notice in a newsletter or similar communication distributed to all residents of the Development shall be considered sufficient notice. Attendance by a member at any meeting shall be deemed waiver of notice as to time and place of meeting.

5.6 **Quorum**: The presence, either in person or by proxy, of at least ten percent (15%) of the members of the Corporation shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no further business may be transacted.

5.7 **Adjourned Meetings**: If any meeting of members cannot be organized or completed because a quorum is not present, the members who are present, either in person or by proxy, may, except as otherwise provided by law, and without providing further notice thereof, adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

5.8 **Voting**: At every meeting of the members, voting shall be on the basis of one vote per member household, and may be exercised by any adult (18 years or older) resident of the household shown in the official resident list of the Development. If any adult members of any membership household cannot agree as to how the vote should be cast, such vote shall be disqualified. The vote of the majority of those present and voting shall decide any question brought before the meeting, unless the question is one upon which, by express provision of statute, the Articles of Organization, or these Bylaws, a different vote is required, in which case such express provision shall control.

5.9 **Proxies**: A member may appoint as proxy only a member of his or her immediate family or household, or another member. In no case may a member cast more than one vote by proxy in addition to his or her own vote. A proxy may be general or special, and must be in writing for a specific meeting as stated therein. As used in these Bylaws, any reference to voting or quorum requirements shall refer to votes cast or members present in person or by proxy.

5.10 **Order of Business**: The order of business at Annual and Quarterly Meetings of members shall be as follows.

a. certification of quorum:

b. proof of notice of meeting or waiver of notice

c. reading and approval of minutes of preceding meeting

d. President's report on activities of Board of Directors

e. Treasurer's report, including current financial status, and all funds received or expended since the prior report;

f election of directors (Annual Meetings only); and

g old and new business (including votes on all significant matters affecting the future of the Development, such as future form of ownership or financing of the Development, future repair program for the Development, decisions regarding the relationship with HUD, and other matters which will affect the viability or

long term affordability of the Development for low or moderated income households)

In the case of Special Meetings, item (a) through (c) shall be applicable, and thereafter the agenda shall consist of the items specified in the notice of meeting.

ARTICLE 6
DIRECTORS

6.1 **Number and Qualification:** The affairs of the Corporation shall be governed by a Board of Directors composed of 29 persons, of which 6 shall be Officers, and 23 shall be floor representatives. All Directors must be at least 18 years old and must be members of the Corporation; provided that no Member who serves as an owner, director, consultant, or management level employee of Charlesbank Apartment, Inc. or its management agent shall be eligible to serve as a Director.

6.2 **Power and Duties:** The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Cooperation and may do all acts and things as not prohibited by law, by the Articles of Organization, or by these Bylaws .

6.3 **Designation and Term of Floor Representatives:** Floor Representatives shall be elected at each Annual Meeting for a one year term, as follows. Each floor of the 23 floors of the Development shall constitute a district of the purpose of electing a floor representative. Floor Representatives must be a resident of the floor he is representing. Floor representatives shall, in additional to their general duties as Director of the Cooperation serve as a conduit for information to and from residents of the floor which they represent, and shall regularly communicate with and distribute information to such residents regarding the activities of the Board of Directors affairs of the Corporation.

6.4 **Nomination and Elections of Floor Representatives:** Floor Representatives shall be nominated by any Member at the Annual Meeting, or by another nomination process adopted by the Board of Directors (which may require nomination by written petition in advance of the Annual Meeting). In the event there are two or more nominees from any of the floor groups listed in Section 6.3, floor representatives shall be elected at the Annual Meeting by plurality vote by secret, written ballot. Only members from the applicable floor shall be entitled to participate in the election.

6.5 **Designation of Term of Officers:** The Officers of the Corporation, who shall also be Directors, shall be a President, Vice President, a Clerk, Assistant Clerk, a Treasure, and an Assistant Treasurer, and shall be elected at each Annual Meeting for one year terms. The duties of the Officers shall be as follows:

(a) President: The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the members and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of President of a Corporation.

(b) Vice President: The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis.

(c) Clerk & Assistant Clerk: The Clerk shall record the minutes of all meetings of the Board of Directors. The Clerk shall be the custodian of all official documents of the Corporation, and shall give notice of the meetings of the members and meetings of the Board of Directors. The Assistant Clerk shall perform the duties of the Clerk in his or her absence, and shall have other duties assigned by the Board of Directors.

(d) Treasure & Assistant Treasurer. The Treasurers shall oversee and direct all receipts and disbursements of the Corporation, the keeping of all books and financial records of the Corporation, and the punctual presentation of a budget to Board of Directors. The Treasurers shall present regular financial reports at meetings of the Board of Directors and the members. The Assistant Treasurer shall perform the duties of the Treasurer in his or her absence, and shall have other duties assigned by the Board of Directors.

6.6 **Nomination and Election of Officers:** The Officers of the Corporation shall be elected annually by majority vote of the membership present and voting by secret, written ballot at the Annual Meeting. Officers shall be nominated by any member at the Annual Meeting or by another nomination process adopted by the Board of Directors (which may require nomination by written petition in advance of the Annual Meeting).

6.7 **Removal of Floor Representatives by the Members:** At any Annual, Quarterly or Special Meeting any Floor Representatives may be removed with or without cause by majority of the membership of record of that floor, and a successor may then and there be elected by the members of that floor to fill the vacancy thus created.

6.8 **Removal of Officers by the Members:** At any Annual, Quarterly or Special Meeting, Officers may by removed with or without cause by two-thirds of the members present and voting, and a successor may be elected then and there to fill the vacancy that was created.

6.9 **Removal of Directors by the Board:** Any Director (including floor representatives and Officers) may be removed for cause by a majority of the disinterested Directors then in office, provided that the Board and the Director to be removed are given at least 7 days' notice of the meeting at which the removal is to be considered, and that the Director to be removed is given an opportunity to be heard at the meeting. For purpose of these bylaws, "cause" shall include (but not be limited to) fraud or bad faith or the failure to attend three or more consecutive Board meetings without good reason.

6.10 **Vacancies.** Vacancies on the Board of Directors caused by any reason may be filled by vote of a majority of the remaining Directors; provide that any position held by a floor representative must be filled with a member from the applicable floor; and each person so appointed shall be a Director until a successor is elected by the members at the next Annual Meeting (or Special Meeting called for this purpose) to serve out the unexpired portion of the term.

6.11 **Compensation:** No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by a majority of the disinterested members of the Board of Directors before the services are undertaken. A Director may not be an employee of the Corporation. Nothing in this section shall prevent reimbursement to Directors of out-of-pocket expenses incurred on behalf of the Corporation.

6.12 **Organization Meeting:** The first meeting of newly elected Board of Directors shall be held within 14 days of election at such place as shall be fixed by the Directors at the membership meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting.

6.13 **Board Training:** Within 60 days of each election, the Board of Directors shall take a board training course on their role and responsibilities offered by a competent trainer or training organization. Notwithstanding the foregoing provisions of this section, failure of the Board to arrange for such a course, of failure of any Director to attend such a course shall not impair the validity of any action of the Board of Directors.

6.14 **Regular Meetings**: Regular Meetings of the Board of Directors shall be held approximately monthly at times and places chosen, from time to time, by the Board of Directors. No formal notice need to be given of regularly scheduled meetings of the Board of Directors. Except for matters which, by their nature, require confidentiality (such as personnel matters and negotiations with third parties) and which the Board affirmatively votes to consider in executive session, meetings of the Board shall be open to all members of the Corporation and their representatives.

6.15 **Special Meetings**: Special Meetings of the Board of Directors may be called by the President on 24 hours notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state time, place and purpose of the meeting. Special meeting of the Board of Directors shall be called by the President, Vice President, or Clerk in like manner and on like notice on the written request of three or more Directors.

6.16 **Waiver of Notice**: Before, or at, or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice.

6.17 **Quorum/Voting**: At meetings of the Board of Directors, one-third plus one of the Directors then in office (after reduction for vacancies) shall constitute a quorum for the transaction of business, and , except as otherwise provided in the Articles of Organization or these Bylaws, the acts of the majority of the Directors present at a meeting at which a quorum is present shall be acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided a quorum is present.

6.18 **Action of Consent**. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the Directors consent to the action in writing and written consent are filed with the records of the meeting of Directors. Such consent shall be taken for all purpose as a vote at a meeting.

6.19 **Advisory Committees**: The Board of Directors may appoint Advisory Committees consisting of one or more Directors and such other persons as the Board may determine. The Chair or Co-Chair of any such committee shall be a Director. Unless the Board of Directors shall otherwise provide, any such committee may make rules for the conduct of business, but unless otherwise provided by the Board of Directors or such rules, its meetings shall be called, notice given or waived, its business conducted or its action taken as nearly as may be in the same manner as it is provided in these Bylaws with respect to meetings of for the conduct of business or the taking of actions by the Board of Directors. The Board of Directors shall have power at any time to fill vacancies in, change the membership of , or discharge any such committee at any time.

6.20 **Termination**: Any Director who moves out of the Development shall be deemed to have automatically resigned as a Director, effective as of the date moving out.

6.21 **Conflict of Interest**: No Director shall participate in the consideration of or vote on any matter in which such Director has (or in which any member of such Directors immediate family has) a particular financial or other benefit, including (without limitation) any contact or employment relationship. In the event of any disagreement over whether such a conflict exists, a finial and binding determination shall be made by a majority of the disinterested Directors present and voting at the meeting.

6.22 **Initial Election of Directors**. The term of all Directors in office on the date these bylaws are approved and adopted by the members shall expire not later than 60 days

from the date of adoption, and new Directors shall be elected in accordance herewith not later than such date.

ARTICLE 7
OPERATIONS

7.1 **Fiscal Year**: The initial fiscal year of the Corporation shall be the calendar year. The fiscal year may be changed by the Board of Directors.

7.2 **Books and Accounts**: Books and accounts of the Corporation shall be kept under the direction of the Treasurer.

7.3 **Inspection of Books**:_ Financial reports, books and record, and the membership lists of the Corporation shall be available at the principle office of the Corporation for inspection at reasonable times by any member or his or her representative.

7.4 **Execution of Corporate Documents**: With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Corporation by either the President, the Vice President, the Treasurer, or such other person as is specifically designated by the Board of Directors. All checks shall be executed on behalf of the Corporation by at least two Officers designated from time to time by the Board of Directors.

7.5 **Corporate Seal**. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be held by the Clerk.

ARTICLE 8
INDEMNIFICATION OF DIRECTORS AND OFFICERS.

8.1 **In General**: Any Director, Officer, former Director or former Officer, shall be indemnified by the Corporation against expenses reasonably paid or incurred by him/her in connection with or arising out of any claim made, of any civil or criminal action, suit or proceeding of whatever nature brought against him/her or in which he/her is made a party, or in which he/her is otherwise involved, by reason of being or having been a director or officer of the Corporation. The Board of Directors may, from time, provide for the indemnification of any Officer elected by the Board of Directors or any employee or other agent of the Corporation (including persons who serve at its request as Directors or Officers of another organization in which it owns shares or which it is a creditor), upon such terms as it deems in the best interest of the Corporation.

8.2 **Certain Limitation**:. No indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudged in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Corporation. If he has not been so adjudged he shall be entitled to indemnification unless the Board of Directors decides that he did not act in good faith in the reasonable belief that this action was in the best interest of the Corporation. Expenses incurred of the character described in the proceeding paragraph may, with approval of the Board of Directors, be advanced by the Corporation prior to the final disposition of the proceedings involved, upon receipt of an undertaking by the recipient to repay all such advances if he is adjudged not to have acted in good faith in the reasonable belief that this action was in the best interests of the Corporation or if the Board of Directors decides that he or she is not entitled to indemnification.

ARTICLE 9
AMENDMENTS

These bylaws may be amended by the affirmative vote of two-thirds of those present and voting at any Annual Meeting, Quarterly Meeting, or Special Meeting called for that purpose. Amendments may be proposed by the Board of Directors or by petition signed by at least 15% of the members. A description of any proposed amendment shall accompany the notice of the Annual, Quarterly of Special Meeting at which the proposed amendment is to be voted upon, but such proposed amendment may be amended or altered by majority vote of those members present and voting at the meeting.